

Panaji, 21st July, 2011 (Ashada 30, 1933)

SERIES II No. 16

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 15 dated 14-07-2011 as follows:

- 1) Extraordinary dated 15-07-2011 from pages 345 to 346 regarding Notification from Department of Elections (Office of the Chief Electoral Officer).
- 2) Extraordinary (No. 2) dated 20-07-2011 from pages 347 to 348 regarding Notification from Department of Elections (Office of the Chief Electoral Officer).

GOVERNMENT OF GOA

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Souza Complex Co-op. Housing Society Ltd., Souza Complex, Building No. 4, Betim, Bardez-Goa has been registered under code symbol No. HSG-(b)-320/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 10th June, 2011.

Certificate of Registration

Souza Complex Co-op. Housing Society Ltd., Souza Complex, Building No. 4, Betim, Bardez-Goa has been registered on 10-6-2011 and it bears registration code symbol No. HSG-(b)-320/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8(1)(7) and sub-classified as "Co-partnership Housing Society" under sub-rule 7 (b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 10th June, 2011.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Fatshet Brahman Self Help Group Co-op. Society Ltd., Kancholiwada, Morjim, Pedne-Goa has been registered under code symbol No. GEN-(c)-8/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 14th June, 2011.

Certificate of Registration

Fatshet Brahman Self Help Group Co-op. Society Ltd., Kancholiwada, Morjim, Pedne-Goa has been registered on 14-6-2011 and it bears registration code symbol No. GEN-(c)-8/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 14th June, 2011.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Sateri Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered under code symbol No. GEN-(c)-9/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 14th June, 2011.

Certificate of Registration

Sateri Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa

has been registered on 14-6-2011 and it bears registration code symbol No. GEN-(c)-9/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 14th June, 2011.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Rudreshwar Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered under code symbol No. GEN-(c)-10/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Certificate of Registration

Rudreshwar Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered on 17-6-2011 and it bears registration code symbol No. GEN-(c)-10/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Nad Brahma Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered under code symbol No. GEN-(c)-11/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Certificate of Registration

Nad Brahma Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa

has been registered on 17-6-2011 and it bears registration code symbol No. GEN-(c)-11/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Om Shree Mahalaxmi Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered under code symbol No. GEN-(c)-12/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Certificate of Registration

Om Shree Mahalaxmi Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered on 17-6-2011 and it bears registration code symbol No. GEN-(c)-12/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Rastroli Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered under code symbol No. GEN-(c)-13/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Certificate of Registration

Rastroli Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa

has been registered on 17-6-2011 and it bears registration code symbol No. GEN-(c)-13/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Jai Ganesh Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered under code symbol No. GEN-(c)-14/SHG/NZ/Goa.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Certificate of Registration

Jai Ganesh Self Help Group Co-op. Society Ltd., Vathadev, Sarvan, Karapur, Sankhali, Bicholim-Goa has been registered on 17-6-2011 and it bears registration code symbol No. GEN-(c)-14/SHG/NZ/Goa. It is classified as "General Society" in terms of Rule 8(1)(12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (R. A. Pednekar), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 17th June, 2011.

Notification

No. RES-(a)-209/Goa

Read: 1. This Office Notification No. RES-(a)-209/Goa dated 30-8-1972 registering the Dempo Mining Corporation Employees Co-op. Credit Society Ltd., Bicholim-Goa.

2. This Office Memo No. RES-(a)-209/Goa dated 14-6-2011 registering the Amendment to bye-laws No. 1, 4(5), 4(15), 4(28), 17(1), 40(2) changing its name as Sesa Mining Corporation Employees Co-op. Credit Society Ltd., Bicholim-Goa.

3. This letter No. D.M.C.E.C.S.L./2011-12/08 dated 12-05-2011 received from the Secretary, Dempo Mining Corporation Employees Co-op. Credit Society Ltd., Bicholim-Goa submitting the proposal for amendment of the bye-laws.

In exercise of the powers vested in me under Section 13 of the Goa Co-op. Societies Act, 2001, and Rule 12 of the Co-op. Societies Rules, 2003, the original Registration Certificate of Dempo Mining Corporation Employees Co-op. Credit Society Ltd., Bicholim-Goa is hereby amended and the amended certificate is as under.

Certificate of Registration

Sesa Mining Corporation Employees Co-op. Credit Society Ltd., Bicholim-Goa is registered on 30-08-1972 and it bears registration No. RES-(a)-209/Goa and it is classified as "Resource Society" in terms of Rule 8(1)(10) and sub-classified as "Credit Resource Society" under sub-rule 10(a) of Rule 8(1) of the Goa Co-op. Societies Rules, 2003.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 14th June, 2011.



Department of Education, Art & Culture

Directorate of Technical Education

College Section

Order

No. 16/2/25/2001/DTE/PF. I/3494

Read: 1) Memorandum No. 16/2/25/2001/DTE/PF.I/3389 dated 05-07-2011.

2) Redesignation Order No. DTE/ADC/16/2/35/2011/3452 dated 2-07-2011.

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/5(1)/2008/400 dated 29th March, 2011, Government is pleased to appoint Shri Vishvesh Prabhakar Kandolkar on temporary basis against vacant post of Associate Professor in Architecture in Goa College of Architecture, Altinho, Panaji-Goa, on a initial basic pay of ₹ 37,400/- and other allowance as admissible in the Pay Band of ₹ 37,400-67,000 plus Academic Grade Pay of ₹ 9,000/- w.e.f. the date of joining as per the terms and conditions contained in the Memorandum cited above.

Shri Vishvesh Prabhakar Kandolkar will be on probation for a period of two years.

He should join duties within 30 days of the receipt of this order, failing which this order is liable to be cancelled without further notice.

He has been declared fit by Medical Board, Goa Medical College & Hospital Bambolim vide letter No. 4/106/84-H/GMC dated 08-07-2011. The appointment is subject to verification of character and antecedents.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Addl. Secretary (Technical Education).

Porvorim, 13th July, 2011.

Directorate of Art and Culture

Order

No. DAC/5/Old-Sec/69/2011/1620

The Old Secretariat building (Adil Shah Palace) has been identified by the Government as an ideal location to develop it as a centre for art and culture by establishing a Museum and Art Galleries.

It is further decided by the Government to start various art galleries on the first floor of the building.

The Government is therefore pleased to constitute a Curatorial Committee consisting of following members in order to organize various painting exhibitions and shows:

- | | |
|------------------------------|-----------------|
| 1. Shri Abhay Sardessai, | — Member. |
| Mumbai | |
| 2. Shri Apurva Kulkarni, Goa | — Member. |
| 3. Shri Damodar Mauzo, Goa | — Member. |
| 4. Shri Viraj Naik, Goa | — Member. |
| 5. Shri Vivek Menezes, Goa | — Member |
| | (Co-ordinator). |

The following shall be the Terms of Reference of the Curatorial Committee.

1. The Curatorial Committee shall come into existence from the date of issue of this order. The Curatorial Committee shall remain in force for a period of 6 months from the date of inaugural exhibition/show.
2. The Committee shall organize exhibition of painting of 50 Goan contemporary artists in & around 19th December, 2011.

3. The Committee shall also organize an exhibition of Shri Agnelo Fonseca, an eminent Goan Artist of yesteryears and shall also organize other exhibitions which are essential within the 6 months term.
4. Shri Vivek Menezes shall function as the Co-ordinator of the Curatorial Committee.
5. The Curatorial Committee is vested with the powers to co-opt any member on the Committee if so desired.
6. The Committee member Shri Abhay Sardessai, Mumbai shall be entitled for economy class Air fare for his travel from Mumbai to Goa and back and local transport at actual for attending the meetings and programmes of the Committee as and when required.
7. Curatorial Committee members shall be paid honorarium, the quantum of which shall be decided at the later stage.
8. The Curatorial Committee members shall be entitled for travelling allowance at actual taxi fare incurred by them for attending the meetings, conducting visits for setting up of galleries, organizing exhibitions etc.
9. The Curatorial Committee shall also give recommendations to the Government as regards to the setting up of various Art Galleries.
10. The Curatorial Committee shall recommend to the Government purchase of any painting for the Museum, Art Galleries alongwith the valuation of the painting recommended for purchase. Such paintings if so purchased shall be in the permanent collection of the Government.

This issues with the concurrence of Finance Department vide its U.O. No. 1439557 dated 10-06-2011.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director & ex officio Joint Secretary (Art & Culture).

Panaji, 6th July, 2011.

Directorate of Archives & Archaeology

Order

No. 1/1/9/Misc/2005/DAA-623

Read: Order No. 1/1/9/Misc/2005/DAA-796 dated 11th August, 2005.

In pursuance to clause 5 of the Right to Information Act, 2005, the following Officers are hereby appointed as Public Information Officer at the Head Office and Assistant Public Information Officer in their respective jurisdiction for the Directorate of Archives and Archaeology to deal with the applications received from the Public under the Right to Information Act, 2005.

1. Smt. Blossom Medeira, Public Information
Archivist (General) Officer, Directo-
Tel. No. 2226692 rate of Archives
Residence No. 2261238 and Archaeology.
2. Shri Shaikh Mahamdul A., Assistant Public
Assistant Archivist Grade-I Information Officer,
Tel. No. 2226692 Directorate of
Mobile No. 9325307966 Archives and
Archaeology.

The Public Information Officer shall be responsible for the preparation and publication of the manuals from time to time as per the said Act.

The Assistant Public Information Officer shall ensure that the application received by him/her for information under the Right to Information Act, 2005 are submitted on top priority to the Public Information Officer concerned so as to furnish the information to the applicant within the stipulated period and within the provisions of the Act.

Sd/- (M. L. Dicholkar), Directors (Archives & Archaeology).

Panaji, 6th July, 2011.

Department of Finance

Revenue & Control Division

Order

No. 3/1/2009-Fin(R&C)/Part

Refer: Order No. 3/1/2009-Fin(R&C)/Part dated 29-12-2010.

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa Entertainment Tax Act, 1964 (Act 2 of 1964), the Government of Goa is pleased to extend the exemption granted to the Konkani film 'O Maria' produced by M. B. Creations, Goan film producer Shri Rajendra Talak, wholly, from 19-12-2010 vide Order referred to above, for a further period of six months from 19-06-2011 when screened in any of the theatres in the State of Goa.

This order shall remain in force for a period of six months upto 18-12-2011.

By order and in the name of the Governor of Goa.

Ajit Pawaskar, Under Secretary, Fin(R & C).

Porvorim, 8th July, 2011.

Department of Forest

Order

No. 4-1-2006/FOR/(Part)/224

In accordance with the recommendation of the Departmental Promotional Committee as conveyed by the Goa Public Service Commission, vide their letter No. COM/II/11/22(1)/91/73 dated 20-06-2011, Government is pleased to promote Shri Cedric D'Souza, Assistant Conservator of Forest, to the post of Deputy Conservator of Forest, Goa General Service, Group 'A' Gazetted in the Pay Scale of ~ 15,600-39,100+6,600, on regular basis, in the office of Additional Principal Chief Conservator of Forest, Panaji, with immediate effect.

He will be on probation for a period of 2 years.

The recommendation of the Departmental Promotional Committee is subject to the outcome of the final decision of the Hon'ble High Court in all the Writ Petitions pending on the subject of seniority filed by various officers.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Forests).

Porvorim, 6th July, 2011.

Order

No. 4-2-2011/FOR/232

Government is pleased to transfer the following Assistant Conservator of Forests, in the Forest Department, Panaji as shown detailed below:

Sr. No.	Name of the Asstt. Conservator of Forests	Present place of posting	Place of posting on transfer
1	2	3	4
1.	Shri Vikas V. Dessai	ACF/Principal F.T.S., Valpoi, under DCF,	ACF Central Mobile Squad, Panaji by reliev-

1	2	3	4
		(Research & Utilization), Margao	ing Shri Milind Karkhanis, ACF (Legal Cell) from additional charge of CMS.
2. Shri N. D. Naik	ACF (Research & Utilization), under DCF, R & U, Margao	ACF/Principal Forest Training School, Valpoi under Dy. Conservator of Forests (Research & Utilization) with additional charge of ACF (R&U), Margao.	
3. Shri Pradeep Verekar	ACF/Zoo Manager, under DCF, WL & ET, North, Ponda	Sub-Divisional Forests Officer, Ponda under Dy. Conservator of Forests (North).	
4. Shri S.T. d A. Henriques	SDFO, Ponda, under Dy. Conservator of Forests, North, Ponda	ACF Working Plan Division, Ponda under Dy. Conservator of Forests, working Plan Division, Ponda.	

Shri Kamu Prakash, ACF, WL & ET, Panaji, shall hold the charge of Zoo Manager, in addition to his own duties.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Forests).

Porvorim, 8th July, 2011.

Department of Home

Home—General Division

Order

No. 24/16/2008-HD(G)

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/58(1)/05-08/Vol.II/361 dated 01-03-2011, the Governor of Goa is pleased to appoint the following candidates against the post of Assistant

Public Prosecutor (Group 'B' Gazetted), in the Pay Scale of ₹ 9,300-34,800+4,600, with immediate effect.

1. Kum. Swati Gavadu Bagilgekar.
2. Shri Jyotin Dinesh Thakkar.

They shall be entitled to draw the usual allowances as admissible to Government employees from time to time.

They shall be on probation for a period of 2 years.

The expenditure in this respect shall be debited to the budget Head 2014—Administration of Justice, 114—Legal Advisors and Counsels and respective Minor Head under, Directorate of Prosecution.

They shall report to the D.O.P. for further posting.

By order and in the name of the Governor of Goa.

Sneha S. Morajkar, Under Secretary (Home II).

Porvorim, 11th July, 2011.

Department of Labour

Order

No. 28/14/2011-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Marmagoa Steel Ltd., Curtorim, Goa and it's Workmen, represented by the Goa Engineering Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Marmagoa Steel Ltd., Curtorim, Goa in not conceding to the demand of it's workers represented by the Goa Engineering

Workers' Union, (CITU) for payment of 20% bonus for the accounting year ending on 31-03-2010, is legal and justified?

- (2) If not, what relief the Workmen are entitled to?"

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 11th July, 2011.

Order

No. 28/11/2011-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Berger Becker Coatings Private Limited, Pilerne Industrial Estate, Pilerne, Saligao, Bardez, Goa and it's Workman, Shri Amit Kalidas Lotlikar, Production Assistant, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Berger Becker Coatings Private Limited, Pilerne Industrial Estate, Pilerne, Saligao, Bardez, Goa, in terminating the services of Shri Amit Lotlikar, Production Assistant, with effect from 15-12-2008, is legal and justified?

- (2) If not, what relief the Workman is entitled to?"

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 11th July, 2011.

Order

No. 28/9/2011-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Adarsh Krishi Sahakari Kharedi Vikri Prakriya Saunstha Maryadit, Balli, Goa and it's Workman, Shri Anant Vitoba, Velip, Secretary, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Adarsh Krishi Sahakari Kharedi Vikri Prakriya Saunstha Maryadit, Balli, Goa, in terminating the services of Shri Anant Vitoba, Velip, Secretary, with effect from 28-11-2009, is legal and justified?

- (2) If not, what relief the Workman is entitled to?"

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 11th July, 2011.

Order

No. 28/4/2011-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the Directorate of Sports and Youth Affairs, Panaji, Goa and it's Workman, Shri Nitin Y. Patekar, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act

14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal-I of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the Gymnasium under the Directorate of Sports and Youth Affairs, Panaji, Goa, is an 'Industry' under Section 2 of the Industrial Disputes Act, 1947 (14 of 1947)?
- (2) If the answer to issue No. (1) above is an affirmative, then whether the action of the Directorate of Sports and Youth Affairs, Panaji, Goa, in terminating the services of Shri Nitin Y. Patekar, with effect from 20-05-2009, is legal and justified?
- (3) If the answer to issue No. (2) above is in negative, then, what relief the Workman is entitled to?"

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 11th July, 2011.

Order

No. 28/19/2007-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Lima Leitao Workshop, M/s. Lima Leitao and Company Pvt. Ltd. and M/s. Lima Minerals Pvt. Ltd., Usgao, Ponda, Goa and their Workmen, represented by Goa Trade and Commercial Workers Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the Charter of Demands as mentioned below, served vide letter dated 14-08-2006 by Goa Trade and Commercial Workers Union on the management of M/s. Lima Leitao Workshop, M/s. Lima Leitao and Company Private Limited, and M/s. Lima Minerals Private Limited, Usgao, Ponda, Goa, is fair and justified?"

CHARTER OF DEMANDS

A. Arrears of Increments:

- (i) The Union demands that every worker shall be entitled to increments with effect from 01-05-1998 in the following manner:
- (a) With effect from ... ` 300/- per month, 01-05-1998 per worker.
 - (b) With effect from ... ` 600/- per month, 01-05-1999 per worker.
 - (c) With effect from ... ` 900/- per month, 01-05-2000 per worker.
 - (d) With effect from ... ` 1,200/- per month, 01-05-2001 per worker.
 - (e) With effect from ... ` 1,500/- per month, 01-05-2002 per worker.
 - (f) With effect from ... ` 1,800/- per month, 01-05-2003 per worker.
 - (h) With effect from ... ` 2,100/- per month, 01-05-2004 per worker.
- (ii) The Union demands that the management should pay the arrears to each of the worker.

B. Wage Settlement:

- (i) The Union demands that every worker shall be paid additional sum of ` 1,000/- (Rupees one thousand only) per worker, per month and increase in the salary with effect from 01-05-2005.
- (ii) The Union demands that the management shall pay a sum of ` 300/- as annual increment with effect from 01-05-2006.
- (iii) The Union demands that agreement for a period of 3 years with effect from 01-05-2005 to 30-06-2008 shall be executed so that management can enjoy the benefit of peaceful Industrial Relations.
- (3) If yes, to what relief the Workmen are entitled?"

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 13th July, 2011.

Order

No. 24/6/2010/Lab/ESI

Read: Memorandum No. 24/6/2010-Lab/ESI dated 01-06-2011.

On the recommendation of the Goa Public Service Commission vide their letter No. COM/I/5/28(1)/98-2007/Vol-II/363 dated 1-3-2011, the Governor of Goa is pleased to appoint the following candidates for the post of Insurance Medical Officer (Group 'A' Gazetted) on temporary basis in the pay scale of ₹ 15,600-3,900 plus (Grade Pay) ₹ 5,400/- from the date of joining the post.

Sr. No.	Name of the candidate	Posting
1.	Dr. Amavel Pereira	Vasco Dispensary.
2.	Dr. Poonam Dadu Gaonkar (ST)	Bicholim Dispensary.

2. They shall be entitled to all other allowances as admissible under the Rules.
3. The above candidates have been medically examined and found fit for the Government service.
4. The above candidates shall be on probation for a period of 2 years from the date of the appointment.
5. The appointment of the above candidates shall be subject to verification of character and antecedents.
6. The expenditure shall be debited to the Budget Head: 2210—Medical and Public Health, 01—Urban Health Services Allopathy, 102—Employees State Insurance Scheme, 01—Implementation of Employees State Insurance Scheme (Plan), 01—Salaries.

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 13th July, 2011.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 28-05-2011 in Reference No. IT/76/00 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 1st July, 2011.

**IN THE INDUSTRIAL TRIBUNAL-CUM-
-LABOUR COURT
AT PANAJI, GOA**

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/76/00

Shri Rama Naik. ... Workman/Party I
V/s

Chief Electrical Engineer. ... Employer/Party II
Workman/Party I represented by Adv. Shri Suhas Naik.

Employer/Party II represented by Adv. Shri D. Kinleker.

AWARD

(Passed on this 28th day of May, 2011)

1. By order dated 9-10-2000, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for its adjudication.

"(1) Whether the action of the office of the Chief Electrical Engineer, Government of Goa, in terminating the services of Shri Ramu B. Naik, Assistant Lineman, with effect from 7-5-1985, is legal and justified.

(2) If not, to what relief the Workman is entitled."

2. The case of the Party I has set up in his claim statement at Exb. 3 is that he was working as an Asstt. Lineman in the Department of Electricity, Goa. The Party I claims that sometime in July, 1985, the Party II refused employment to him. The Party I claims that he had sent several letters to the Party II with a request to permit him to report for work. The Party II did not allow him to resume duties despite oral assurances given. The Party I has stated that after waiting for a long period and being fed up with the attitude of the Party II, he raised an Industrial Dispute before the Labour Commissioner on 14-8-1998. The Party II attended the conciliation proceedings but due to the rigid

stand taken by the Party II, the dispute could not be settled.

3. The Party I has stated that his services were terminated orally w.e.f. 7-5-1985. The Party I has stated that he was not paid any dues and was not given any opportunity of being heard. The Party I claims that his termination is in contravention of Section 25(F) of the Industrial Disputes Act. The Party I has stated that the Party II had failed to issue any show cause notice, memo, charge-sheet or warning before refusing employment to him. The Party I claims that the action of Party II in refusing employment to him is illegal and unjustified. The Party II has therefore sought reinstatement, with full back wages and continuity in service.

4. The Party II has claimed that there is inordinate delay in raising the dispute and hence the same is not maintainable. The Party II has stated that the Party I was in service on temporary basis. The Party I had applied for earned leave for 38 days w.e.f. 9-8-1982 to 15-9-1982. The Party I was sanctioned leave till 15-9-1982. The Party I was to resume duties on 16-9-1982. Since the Party I had failed to resume duties, he was issued memo dated 3-1-1983 whereby he was directed to report for duty and to show cause why his absence should not be treated as leave without pay and as to why disciplinary action should not be taken against him. The Party II has stated despite the memo, the Party I failed to report for duty and failed to explain his absence.

5. The Party II has stated that on 12-1-1984 a letter was received from the Party I stating that he was unable to resume duties due to unavoidable circumstances. The Party I had expressed his desire to resume duties w.e.f. 12-1-1984. By letter dated 19-1-1984, the Asstt. Engineer informed the Executive Engineer that the Party I had abandoned duties w.e.f. 16-9-1982 and that his request to permit him to resume duties w.e.f. 12-1-1986 was not accepted. The Asstt. Engineer sought further advice in the matter. There was further correspondence between the Party I and the department as well as inter se departmental correspondence relating to absence of the Party I, regularization of leave etc. Subsequently, the Party I was served memo dated 5-3-1985 for unauthorized absence since 16-9-1982. The Party I did not submit any explanation. By notice dated 7-5-1985 the Party I was informed that his services would stand terminated on expiry of one month from the date of service or receipt of the notice. The Party II has stated that the Party I has already

collected dues towards leave credited to the account but has declined to collect the other dues.

6. The Party II has stated that the provision of Section 25 F of the Act is not applicable. The Party II has stated that the Party I had not explained his unauthorized absence despite opportunity given. The Party II has denied that termination of the Party I is illegal or unjustified. The Party II has stated that the services of the Party I were terminated after giving notice dated 7-5-1985 in accordance with sub-rule 1 of rule 5 CCS Temporary Service Rules, 1965. The Party II has therefore claimed that the Party I is not entitled for any relief.

7. Based on the aforesaid pleadings the following issues were framed:

1. Whether the Party I proves that termination of his service by the Party II is in contravention of the provisions of Section 25-F of the Industrial Disputes Act, 1947?

2. Whether the Party I proves that the action of the Party II in terminating his service w.e.f. 7-5-1985 is illegal and unjustified?

3. Whether the Party II proves that the dispute does not fall within the purview of the Industrial Disputes Act, 1947 and hence the reference is not maintainable?

4. Whether the Party I is entitled to any relief?

5. What Award?

8. Both parties have adduced oral as well as documentary evidence. Lnd. Adv. Shri Suhas Naik has argued on behalf of the Party I and Lnd. Adv. Shri D. Kinlekar has filed written arguments at Exb. 16, on behalf of the Party II. I have perused the records and considered the arguments advanced by respective parties.

9. *Issues No. 1 & 2:* These issues are inter connected hence they are taken up together for discussion. It is not in dispute that the Party I was employed as an Asstt. Lineman and vide order dated 11-11-1981 (Exb. E-14), he was posted at Electricity sub-div. II, Bicholim, Goa. By application dated 26-7-1982 (Exb. 15) the Party I had applied for earned leave for 38 days w.e.f. 9-8-1982 on the ground of "wife's maternity period" (sick). The leave expired on 15-9-1982 and the Party I was required to resume his duties on 16-9-1982. The Party I has admitted in his cross examination that he had not reported for duty on 16-9-1982 and that he had also not sought extension of leave. It is also not in dispute that the Party I had not even

intimated reasons of his absence. Thus the evidence on record clearly indicates that the Party I was unauthorizedly absent from duties after expiry of his leave period w.e.f. 16-09-1982.

10. Lnd. Adv. Shri S. Naik has argued that the Party I was sick and the Party I had produced medical certificates at Exb. 40 colly, and had thereby justified his absence w.e.f. 16-9-1982.

11. It may be mentioned that the records clearly indicate that the Party I was sanctioned leave from 9-8-1982 upto 15-9-1982. The Party I was required to resume duties on 16-9-1982. The Party I did not resume duties on 16-9-1982. He neither applied for extension of leave nor conveyed to the Party II the reasons of his absence. By letter dated 7-10-1982 (Exb. 17), the Asstt. Engineer, Sub-Div. VII, Bicholim, informed the Executive Engineer that the Party I had not resumed duties and that the letter dated 22-9-1982, which was addressed to the Party I had returned stating that the Party I was not present in the house. By letter dated 14-12-1982 (Exb. E-18), the Executive Engineer, Div. No. VI, Mapusa, inquired whether the Party I had attended duties and if so what steps were taken to regularize his absence. In response to the said letter, the Asstt. Engineer, vide letter dated 21-12-1982 (Exb. E-19) informed the Executive Engineer that the Party I had not resumed duties since 16-9-1982. This irresponsible attitude of the Party I towards his job necessitated the Party II to issue memo dated 3-1-1983 (Exb. E-20), whereby the Party I was informed that he had abandoned duties w.e.f. 16-9-1982 and that the letter dated 22-9-1982 addressed to him was returned unserved stating that he was not present in the house. By this memo, the Party I was directed to report for duties immediately and to explain as to why his absence should not be treated as leave without pay. Thereafter, by letter dated 13-1-1983 (Exb. E-21), the Executive Engineer informed the Chief Electrical Engineer that the Party I had not reported for duties since 16-9-1982 and that the Registered letters which were sent to the Party I, asking him to report for duty were returned by postal authority with an endorsement that the Party I has refused to accept the same. The Executive Engineer had requested to the Chief Electrical Engineer to post urgently a substitute in place of the Party I.

12. It is to be noted that after a hiatus of over one year three months, the Party I decided to resume duties w.e.f. 12-1-1984. By an undated application and joining report at Exb. E-2 colly, which were received by the Party II on 12-1-1984, the Party I conveyed to the Asstt. Engineer that he was unable

to resume duties due to unavoidable circumstances and that he wished to resume duties w.e.f. 12-1-1984. Even then, he did not feel it necessary to regularize his absence or to spell out the so-called 'unavoidable circumstances' which compelled him to stay away from duties. It was only in response to letter dated 5-3-1984 that the Party I, vide reply dated nil (Exb. E-3), informed the Asstt. Engineer that his absence was due to sickness. The Party I had also forwarded copies of medical certificate dated 10-8-1983, 6-4-1983, 7-4-1983, 5-8-1983, 5-12-1983 and 12-1-1984 which are at (Exb. 40 colly), issued by Dr. Lucas Monteiro, who as admitted by Party I, is a private practitioner.

13. It is to be noted that by letter dated 24-7-1984 (Exb. E-4), the Asstt. Engineer had instructed the Party I to produce medical certificates from the competent authority. Instead of complying with the letter, the Party I, vide reply dated 30-7-1984 (Exb. E-5); informed the Party II that the certificates (Exb. 40 colly) are issued by the competent authority i.e. competent registered medical practitioner who was also an ex-medical officer of mental hospital, Panaji. On receipt of this reply the Party I was issued memo dated 27-9-1984 (Exb. E-6); whereby the Party I was directed to produce prescriptions and cash memos of the pharmacies from where the medicine was purchased. The Party was also instructed to convey whether he had taken treatment from Mental Hospital, Altinho, Goa Medical College or any Health Centre and if so, to furnish necessary papers. By reply dated 3-10-1984 (Exb. E-7 colly), the Party I furnished some medical prescriptions issued by Dr. Lucas Monteiro and cash memos of Shanta Durga medical stores.

14. It is pertinent to note that the certificates at Exb. 40 colly were allegedly issued by Dr. Monteiro before the Party I had submitted application and joining report dated 12-1-1984 (Exb. E-2); despite which the ground of sickness was neither disclosed in his application at Exb. E-2 nor the medical certificates and fitness certificate were produced alongwith the joining report at Exb. E-2. Even in his evidence before this Tribunal, the Party I has not explained why he had not sought leave or extension of leave on the ground of sickness.

15. It is also pertinent to note that the Party I has admitted in his cross examination that the fitness certificate is required to be issued by a Government doctor. The Party I has also admitted that Dr. Lucas Monteiro is a private practitioner. It is thus evident that the certificates were not issued by the competent authority. The Party I has not explained why he had not taken treatment or

obtained medical certificate/fitness certificate from a Government doctor/competent authority. Mere sending medical certificates issued by a private practitioner that too much after the period of leave was over, cannot be said to be a bonafide act on the part of the Party I. In the case of *Delhi Transport Corporation v/s Sardar Singh 2004(7) SCC574*, the Apex Court has held that mere making of an application after or even before absence from work does not in any way assist the concerned employee. The requirement is obtaining leave in advance. In the instant case, the Party I had not only failed to obtain leave in advance but had failed to explain and regularize his absence even at the time he sought to resume duties w.e.f. 12-1-1984.

16. It is also to be noted that though the doctor had certified in the fitness certificate dated 12-1-1984 that the Party I had recovered from his illness and was fit to resume duties, the doctor had issued prescription on 12-1-1984 (Exb. E-7 colly), wherein he had prescribed medicine for further 120 days. The treatment prescribed on 12-1-1984 was the same that was prescribed in all other prescription at Exb. E-7 colly. If at all the Party I had fully recovered, he would certainly not have required the same treatment for further 120 days. The aforesaid circumstance casts a cloud of doubt on the authenticity of the certificates at Exb. 40 colly.

17. In the case of *Vernon Lobo v/s Himalaya Drug Company and anr. (Writ Pet. No. 285/97)*, the Hon'ble Bombay High Court has held that once the employer establishes that the Workman was absent for a particular period and the Workman takes the plea that he had been sick during such period, undoubtedly it is for the Workman to prove his sickness. It is further held that "*As regards the medical certificate, the fact whether the person who issues such certificate is really one from the medical profession or not, whether such doctor had occasion to have medical check-up of the Workman at the relevant time or not, whether the doctor who might have given the opinion regarding particular sickness in such certificate really had an opportunity to check-up the person in respect of whom the medical certificate is stated to be issued, whether the concerned doctor had taken proper care to undertake necessary medical tests to arrive at a correct diagnosis which is stated to be disclosed in such certificate, and the like, are all matters of importance and relevant to establish whether the person was really sick and suffering from the disease which is disclosed in the medical certificate and for all those purposes, it would be absolutely necessary for the*

person relying upon a medical certificate to produce the concerned doctor for examination before the Court or the Tribunal. In the absence of the Medical Officer who has issued the medical certificate being examined before the Court to prove the truthfulness of the contents of the medical certificate, no credence can be given and no evidenciary value can be attached to any such medical certificate."

18. In the present case, the leave sought by the Party I, vide leave application at Exb. E-2 was due to his wife's maternity period. The Party I was required to resume duties w.e.f. 16-9-1982. The Party I had neither resumed duties nor informed the Party II that he was unable to resume duties due to his sickness. It is to be noted that the Party I had raised the ground of sickness for the first time in his undated reply at Exb. E-3, which was in response to the letter dated 5-3-1984. However, the Party I has not disclosed the reasons of his absence either in the claim statement or in his evidence before the tribunal. The Party I has also not adduced any evidence to prove that he was sick or that his absence was due to sickness. The Party I has also not examined the doctor who had allegedly treated him and issued the certificates at Exb. 40 colly. The Party I has therefore failed to prove that his absence was due to sickness. Consequently, the Party I has failed to prove that his absence w.e.f. 16-9-1982 was bonafide.

19. Since the Party I had not reported for work w.e.f. 16-9-1982, the Party I was issued a memo dated 5-3-1985 alongwith a statement of imputation (Exb. colly), to explain his unauthorized absence. The said memo was sent by Regd. Post and as admitted by the Party I, the same was received by his wife Sita Gaonkar. The Party I has also admitted in his cross examination that he had not filed any reply to the memo at Exb. E-in 8 colly. Since the Party I had not replied to the memo, he was issued notice dated 7-5-1985 (Exb. E-33 colly), which was also published in the Official Gazette (Exb. E-34) and by this notice, service of the Party I was terminated w.e.f. one month from the date of service/ receipt of the notice.

20. Learned Adv. Shri S. Naik has argued that the Party I was employed w.e.f. 8-8-1974 as a line helper and was subsequently promoted as an Asstt. Lineman and that he was a permanent employee. Learned Adv. Shri S. Naik has further argued that the Party II has terminated service of the Party I on the ground of abandonment of services. Learned Adv. Shri S. Naik has argued that unauthorized absence is a misconduct and hence the services of

the Party I could not have been summarily terminated.

21. It is not in dispute that though the Party I had expressed his desire to resume duties w.e.f. 12-1-1984, he was not allowed to join duties on either 12-1-1984 or any time thereafter. However, the Party I was given opportunity to explain and regularize his absence. Not being satisfied with the explanation given, the Party II terminated the services of the Party I vide notice dated 7-5-1985 at Exb. E-33.

22. The said notice at Exb. E-33, which was issued by the Chief Electrical Engineer, states that *"In pursuance of sub-rule (1) of Rule 5 of the Central Civil Service (Temporary Service) Rules, 1965. I hereby give notice to Shri Rama S. Naik, Asstt. Lineman/Wireman working in the office of the Executive Engineer, Elec. Divn.-VI, Mapusa that his services shall stand terminated with effect from the date of expiry of a period of one month from the date on which this notice is served on, or as the case may be tendered to him."*

23. It is thus evident that the service of the Party I was terminated by taking recourse to Rule 5(1) of Central Civil Services (Temporary Services) Rules, 1965. In terms of this rule services of temporary employees are liable to be terminated by giving one month notice; without assigning any reasons. It has however, to be borne in mind that the C.C.S. (Temporary Services) Rules apply to the persons covered by Section 1(3) (i) and (ii) of the Rules i.e. to all persons—

(i) who hold a civil post including all civilians paid from the Defence Services Estimates under the Government of India;

(ii) and who are under the rule-making control of the President, but who do not hold a lien or a suspended lien on any post under the Government of India or any State Government;

(iii) who are employed temporarily in work-charged establishments and who have opted for pensionary benefits.

24. In the instant case, the Party II had averred in the written statement that the appointment of the Party I was on temporary basis. The Party I had specifically denied these averments in the rejoinder. The Party I had also categorically stated in his evidence that he was working for Party II since 8-8-1974, initially as a line helper and after his promotion as an Asstt. Lineman. The Party I has stated that he was working as a permanent

employee. It is true that in his cross examination the Party I has stated that he had not received any order stating that he was made a permanent employee. In my considered view this statement neither amounts to an admission nor leads to an inference that the Party I was a temporary employee. It is to be noted that though the Party II has claimed that the Party I is temporary employee, the Party II has not placed on record the appointment order or any other material to prove that the Party I was appointed as a temporary employee on a temporary post. The Party I was in continuous service from 8-8-1974. The posting order at Exb. E-14 indicates that the Party I was promoted vide order dated 30-10-1981. The Party II has not placed on record any material to show that the Party I was not appointed or promoted by regular recruitment process or that the initial appointment or subsequent promotion was on a temporary post. In the absence of such evidence, the Party I cannot be considered as a temporary employee. In short, the Party II has failed to adduce any evidence to prove that the Party I was holding any post as specified in Section 1(3) (i) and (ii) of the Rules. Consequently the services of the Party I could not have been terminated under Rule 5(1) of the Rules.

25. It is also to be noted that Rule 5(1) is applicable only in case of termination simplicitor and not as a punitive order of termination. In the instant case, though the termination order/notice (Exb. E-33) is innocuous and does not apparently cast a stigma on the Party I, it has to be borne in mind that the notice at Exb. E-33 was preceded by charge memorandum at Exb. E-31 and a statement of imputation at Exb. E-32 colly, whereby the Party I was charged for unauthorized absence and thereby committing an act unbecoming of Government servant. The Department witness Shri Shrikant Mahalunkar has also stated in his affidavit in evidence that termination notice was issued after considering callous attitude adopted by the Party I in explaining his unauthorized absence and his subsequent refusal to reply and answer the statement of imputation and misbehaviour. It is therefore evident that though the termination order/notice at Exb. E-33 is couched in innocuous language, the averments in the written statement as well as the affidavit in evidence vis-à-vis the other attending circumstances clearly indicate that the service of the Party I was terminated for unauthorized absence. In other words, unauthorized absence, which is misconduct, was a foundation for passing such order and as such, the termination was not a simplicitor termination but was a punitive action. This being

the case the Party II was not justified in invoking Rule 5(1) for terminating the services of the Party I.

26. Learned Adv. Shri S. Naik contends that such termination is covered by Sec. 2 (oo) and attracts provisions of Sec. 25F of the Industrial Disputes Act. Lnd. Adv. Shri Suhas Naik has argued that the Party II has contravened the provisions of Sec. 25F of the Act and that the termination of the Party I is illegal.

27. It may be mentioned that Sec. 2(oo) defines the expression 'retrenchment' to mean 'the termination by the employer of the service of a Workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action'. An exception is, however, carved out by the second part of Section 2(oo) in four stipulated categories which are not included in the definition of the expression. These four categories are: (i) Voluntary retirement of a Workman; (ii) Retirement of the Workman on reaching the age of superannuation as contained in the contract of employment; (iii) Termination of the service of the Workman as a result of the non-renewal of the contract of employment on its expiry or upon such contract being terminated in accordance with a stipulation contained therein; and (iv) A termination on the ground of continued ill-health.

28. In the instant case, the termination notice was preceded by a charge sheet and as stated earlier the termination notice though innocuous, it was not a termination simplicitor but was a punitive action. This being the case the 'termination' of the Party I cannot be considered as retrenchment under Section 2(oo) of the Act and consequently provisions of Section 25F are not applicable.

29. Lnd. Adv. Shri S. Naik has argued that the Party II has not conducted any inquiry and as such, the order of termination is illegal. He has relied upon the decisions in the case of G. K. Medeker v/s Zenith Safe MFC Co. & ors (1996 I CLR 172), Wai Taluka Sahakari Kharedi Vikri Sangh Ltd. Satara v/s Bajirao Mahadeo Mahadik (1992 I CLR 637) and the case of Workmen of Hindustan Steel Limited v/s Hindustan Steel Limited reported in 1985 (I) LLJ 267.

30. In the case of *G.K. Medeker v/s Zenith Sage MFC Co. & Ors* (1996 I CLR 172) the issue was whether the service of the Workman was orally terminated or whether the Workman had voluntarily abandoned the service. The Hon'ble Bombay High Court has held that "...that in Industrial Jurisprudence, it is the duty of the employer to spell

out clearly the charges against the Workman. This proposition is very relevant because if there is ambiguity in the formulation of charges then the Workman does not know the reason for termination of his service. ... In case of voluntary abandonment of service, it is a matter of intention. It depends on facts of each case. It is a matter of inference being drawn on given set of facts. The employer unilaterally cannot say that the Workman is not interested in employment. It is for this reason that domestic enquiry is required to be held. Even before the Labour Court the employer, is required to prove clearly by evidence that the Workman had voluntarily abandon his service. If the Labour Court finds that there is no evidence led by the employer if the Labour Court finds that it is word against word, than the benefit goes to the Workman and not the employer. The primary onus to lead evidence to prove voluntary abandonment of service is on the employer."

31. In the case of *Wai Taluka Sahakari Kharedi Vikri Sangh Ltd. Satara v/s Bajirao Mahadeo Mahadik* 1992 I CLR 637, the service of the employee was terminated on the ground that he had not shown any improvement in his work despite his attention being drawn to his unsatisfactory work. Service was terminated without resorting to disciplinary procedure or even serving a charge sheet. The employer Society (PET) persuaded the Labour Court to permit it to lead evidence to prove the unsatisfactory nature of service. Since there were no precise charges with regard to which evidence could be led to Labour Court allowed framing of charge-sheet at the instance of the society. Upon appreciation of evidence to Labour Court held that termination was illegal. This award was subject of challenge. The Hon'ble High Court held that "It is only if there is a charge-sheet in existence, with respect to which a defective enquiry has been held, that the liberty to satisfy the Tribunal upon material in support of the charge could be exercised. It is no function of the adjudicating Tribunal to frame the charges, suo moto or at the instance of the employer. As if this was not sufficient, the material produced on record by the Petitioner is woefully short of establishing any of the allegations made in the so-called charge-sheet".

32. In the case of *Workmen of Hindustan steel* (supra) the employee was dismissed without holding any inquiry and without giving any opportunity to question or correct the allegation of misconduct levelled against him and in violation of principles of natural justice. The employer had tried to sustain its action by invoking its powers under standing order 32 of the certified standing orders of

the Hindustan Steel Ltd. The said rule permitted dispensing with the inquiry where a Workman had been convicted for a criminal offence in a court of law or where the General Manager was satisfied, for reasons to be recorded in writing, that it is inexpedient or against the interests of security to continue to employ the Workman. The Apex Court while considering the scope and ambit of S.O. 32, held that a standing order which confers such arbitrary, uncanalised and drastic power to dismiss an employee by merely stating that it is inexpedient or against the interest of the security to continue to employ the Workman is violative of the basic requirement of natural justice. The Apex Court further held that "Let it not be forgotten what is laid down by a catena of decisions that where an order casts a stigma or affects livelihood before making the order, principles of natural justice namely a reasonable opportunity to present one's case and controvert the adverse evidence must have full play. Thus even where the constitution permits dispensing with the inquiry, a safeguard is introduced that the concerned authority must specify reasons for its decision why it was not reasonably practicable to hold the inquiry."

33. Reverting to the facts of the present case it is not in dispute that the services of the Party I were terminated without conducting full-fledged inquiry. Under the circumstances, the short question, which falls for termination, is whether the termination of the Party I can be said to be illegal or unjustified for want of inquiry.

34. The legal position on this issue is well settled. In the case of *Nar Singh Pal v/s Union of India and ors reported in 2000(3) SCC 588*, the Apex Court has reiterated that once an employee attains the 'temporary' status he becomes entitled to the constitutional protection envisaged by article 311 of the constitution and that their services cannot be terminated in a punitive manner without holding an enquiry or complying with the principles of natural justice. It is further held that if an order had been passed by way of punishment and was punitive in nature, it was the duty of respondent (employer) to hold a regular departmental enquiry. It was further held that an order of dismissal passed without holding a regular enquiry could not be sustained.

35. In the case of *A. P. State Fed of Company Operative Spinning Mills Ltd. v/s. P. V. Swaminathan reported in 2001 (4) Supreme 215*, the Apex Court has held that "the legal position is fairly well settled that an order of termination of a temporary employee

or probationer or even a tenure employee, simplicitor without casting any stigma may not be interfered with by court. But the court is not debarred from looking to the attendant circumstances, namely, the circumstances prior to the issuance of order of termination to find out whether the alleged inefficiency really was the motive for the order of termination or formed the foundation for the same order. If the court comes to a conclusion that the order was, in fact, the motive, then obviously the order would not be interfered with, but if the court comes to a conclusion that the so called inefficiency was the real foundation for passing of order of termination, then obviously such an order would be held to be penal in nature and must be interfered with since the appropriate procedure has not been followed."

36. As regards the consequences of such order, it is well settled that the Workman is not entitled for direct reinstatement merely because he was dismissed without an inquiry. In the case of *Fire Stone Rubber Company v/s Management 1973(1) LLJ 78*, the Apex Court has held as follows "Even if no enquiry has been held by an employer or if the enquiry held by him is found to be defective, the Tribunal in order to satisfy itself about the legality and validity of the order, had to give an opportunity to the employer and employee to adduce evidence before it. It is open to employer to adduce evidence for the first time justifying his action, and it is open to the employee to adduce evidence contra. The effect of an employer not holding an enquiry is that the Tribunal would not have to consider only whether there was a prima facie case. On the other hand, the issue about the merits of the impugned order of dismissal or discharge is at large before the Tribunal and the latter, on the evidence adduced before it, has to decide for itself whether the misconduct alleged is proved. In such cases, the point about the exercise of managerial functions does not arise at all. A case of defective enquiry stands on the same footing as no enquiry."

The Tribunal gets jurisdiction to consider the evidence placed before it for the first time in justification of the action taken only, if no enquiry has been held or after the enquiry conducted by an employer is found to be defective.

It has never been recognized that the Tribunal should straightaway, without anything more, direct reinstatement of a dismissed or discharge employee, once it is found to that no domestic enquiry has been held or the said enquiry is found to be defective.

An employer, who wants to avail himself of the opportunity of adducing evidence for the first time

before the Tribunal to justify his action, should ask for it at the appropriate stage. If such an opportunity is asked for, the Tribunal has no power to refuse. The giving an opportunity to an employer to adduce evidence for the first time before the Tribunal is in the interest of both the management and the employee and to enable Tribunal itself to be satisfied about the alleged misconduct.

Once the misconduct is proved either in the enquiry conducted by an employer or by the evidence placed before a Tribunal for the first time, punishment imposed cannot be interfered with the Tribunal except in cases where the punishment is so harsh as to suggest victimization." These principles are reiterated by the Apex Court in the case of *United Bank of India v/s Tamil Nadu Banks Deposit Collectors Union and anr.* reported in AIR 2008 sc 642.

37. In the instant case, as stated earlier, the Party II had neither conducted full-fledged inquiry nor sought leave to adduce evidence before this Tribunal. Nonetheless it has to be borne in mind that there is no dispute that the Party I had remained absent from duties w.e.f. 16-9-1982. The Party I had chosen to remain away from work without applying for leave and without even disclosing the reasons for his absence. The Party II had given sufficient opportunities to the Party I to report for duty but the Party I neither reported for duty nor applied for leave. Even after the Party I had sought to join duty on 12-1-1984, he was given many opportunities to explain and to regularize his absence. The Party I was also given opportunity to justify the ground of sickness, which was belatedly raised. However, the Party I failed to produce the certificates issued by the competent authority and to prove that the ground of sickness was true. Subsequently the Party I was issued a charge-sheet and a statement of imputation wherein charges levelled against him were specifically spelt out. There was no ambiguity in the charges levelled against the Party I despite which the Party I had chosen not to file reply to the charge-sheet.

38. It is thus clear that though the Party II had not conducted full-fledged inquiry it had indeed complied with the principles of natural justice. The Party II had given several opportunities to the Party I to resume duty and to justify his absence but the Party I did not avail these opportunities. The Party II issued a charge-sheet and had thereby made the Party I aware of charges levelled against him. In my considered view, the Party II had discharged the initial burden of proving that the absence of the Party I was unauthorized. However, the Party I did not file any reply to the charge-sheet and did not

justify his absence. Under the circumstances, the decisions relied upon by Lnd. Adv. S. Naik are distinguishable and are not applicable to the facts of the case.

39. In view of the fact that the Party II had discharged the initial burden; the onus was on the Party I to prove that his absence was authorized or bonafide. However the Party I had not produced any material before the Department to prove that his absence was bonafide. The Party I also had an opportunity of adducing evidence before this Tribunal. However, the Party I has neither pleaded nor proved that there were any reasons, much less justifiable reasons, for him not to report for duties from 16-9-1982 till 12-1-1984. This being the case argument of Adv. S. Naik that the Party II is guilty of breach of service rules by not holding an inquiry leaves me unimpressed. It does not lie in the mouth of the Party I, who is equally guilty of transgressing the rule, to thus contend.

40. It is also to be noted that the Party I had sought to resume duties on 12-1-1984 but he was not allowed to resume duties on 12-1-1984 or any time thereafter, till the termination order dated 7-5-1985 (Exb. E-33) was issued. The said order was sent to the Party I by regd. Post but was returned as 'unclaimed'. Subsequently the notice was published in the Official Gazette dated 6-6-1985 (Exb. E-34). The Party I did not challenge the action of the Party II in not allowing him to resume duties or termination of his service. On the contrary, by letters dated 22-1-1991, 26-9-1991, and 24-6-1992 (Exb. E-10), (Exb. E-11), and (Exb. E-12) respectively, the Party I requested the Executive Engineer to pay his dues from G. P. F., Insurance, credit leave, leave salary etc. In these letters the Party I had not raised any dispute regarding his termination. The Party I had raised dispute regarding termination only on 14-8-1998 (Exb. w-1 colly), after a period of over thirteen years.

41. In the case of *Kuldeep Singh v/s G.M., Instrument Design Development and Facilities Centre & Anr.* reported in 2010(13)Scale 142, the Apex Court has held as under: "...law can be summarized that there is no prescribed time limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is more so in view of the language used, namely, if any industrial dispute exists or is apprehended, the appropriate Government "at any time" refer the dispute to a Board or Court for enquiry. The reference sought for by the Workman cannot be said to be delayed or suffering from a lapse when law does not prescribe any period of limitation for raising a dispute under Section 10 of the Act. The

real test for making a reference is whether at the time of the reference dispute exists or not and when it is made it is presumed that the State Government is satisfied with the ingredients of the provision, hence the Labour Court cannot go behind the reference. It is not open to the Government to go into the merit of the dispute concerned and once it is found that an industrial dispute exists then it is incumbent on the part the Government to make reference. It cannot itself decide the merit of the dispute and it is for the appropriate Court or Forum to decide the same. The satisfaction of the appropriate authority in the matter of making reference under Section 10(1) of the Act is a subjective satisfaction. Normally, the Government cannot decline to make reference for laches committed by the Workman. If adequate reasons are shown, Government is bound to refer the dispute to the appropriate the Court or Forum for adjudication. Even though, there is no limitation prescribed for reference of dispute to the Labour Court/Industrial Tribunal, even so, it is only reasonable that the disputes should be referred as soon as possible after they have arisen and after conciliation proceedings have failed, particularly, when disputes relate to discharge of workman. If sufficient materials are not put forth for the enormous delay it would certainly be fatal."

42. It is thus clear that normally the State Government cannot decline to refer the dispute on the ground of delay. Nonetheless, when the demands, which are stale, are referred for adjudication, the employee is necessarily required to explain the reasons for the inordinate delay, in approaching the Conciliation Officer or his inaction for such a long period. If such an explanation does not come forward or if the reasons given in respect of such delay inaction on the part of the employee are not convincing, the adjudicator has the powers to reject the reference.

43. In the instant case, the Party I had raised the dispute in the year 1998 i.e. after more than thirteen years from the date of termination. The Party I had stated that he had sent various letters to the Party II to allow him to report to work. Apart from undated letter at Exb. E-2 colly, which was received by the Party II on 12-1-1984, the Party I has not produced any such letter whereby he had asked the Party II to permit him to report to work. On the contrary, the records indicate that since the Party I had not reported to work, the Party II had sent letter/memo to the Party I to report to work, which were returned unserved by the postal authority. The contention of the Party I that he had made oral

requests to the Party II to permit him to resume duties also cannot be believed.

44. The explanation given by the Party I in his cross examination is that he had learnt about his termination only in 1999. It may be mentioned that in the letter dated 22-1-1991 (Exb. E-10), the Party I had clearly stated that his service was terminated vide notice No. 2-6-80/conf/CEE/309 dated 7-5-85. The Party I had also enclosed the copy of the order along with the said letter. This fact clearly indicates that the explanation given by the Party I is totally false. Since the date of his termination, the Party I had not raised any grievance or made any representation to the Department or any other authority regarding his termination. He had also not agitated the issue with the Government in any form. There is no other explanation coming forth from the Party I as to why he had kept quite for a long period of thirteen years, if refusal of employment w.e.f. 12-1-1984 or his disengagement from service from 7-5-1985 was illegal or otherwise unjust. In these circumstances, a conclusion will have to be drawn that there was no dispute regarding alleged illegal termination of service. The demand made by the Party I vide letters dated 22-1-91, 26-9-91 and 24-6-92 (Exb. E-10 to E-12) was for payment of dues. The demand for reinstatement made before the Conciliation Officer on 14-8-1998 was certainly by way of an afterthought apparently because the Party II failed to pay the dues. The fact that not even a demand for reinstatement was made till 14th August, 1998, coupled with a total failure to explain the said delay, is telling. All these circumstances, when cumulatively scrutinized, lead to an inference that the Party I had no intention to resume work and that there was no dispute regarding termination.

45. In my view, the circumstances in this case are eloquent enough. They show an utterly irresponsible attitude of the Party I towards his job. Prolonged absence from duty without any notice or without any sanction or intimation definitely affects the public work. Therefore, the Party I would not be entitled for reinstatement on the ground that his termination was ordered without holding an inquiry or on the ground that the termination is not in accordance with the provisions of Section 25-F of the Industrial Disputes Act. Hence Issues 1 & 2 are answered in negative.

46. Issue No. 3: The Party II had averred in para 1 of the written statement that the dispute raised by the Party I does not fall under the purview of

Industrial Disputes Act, 1947 and hence the reference is not maintainable. Apart from the aforesaid vague statement, the Party II had not given any further details or the basis for contending that the dispute is not maintainable. The party II has not adduced any evidence and has also not advanced any arguments in support of this contention. Hence, the Party II has failed to prove that the dispute is beyond the preview of Industrial Dispute Act and that the same, not maintainable. The issue No. 3 is therefore answered in the negative.

47. *Issue No. 4:* The Party I had remained unauthorizedly absent with effect from 16-9-1982, in the case of Delhi Transport Corporation v/s Sartar Singh 20004 (7) SCC 574, the Apex Court has held that "When an employee absents himself from duty even without sanctioned leave for very long period, it prima facie shows lack of interest in work. ... When an employee absents himself from duty without sanctioned leave the Authority can, on the basis of the record, come to a conclusion about the employee being habitually negligent in duties and an exhibited lack of interest in the employer's work." Similarly in the case of L and T Komatsu Ltd. v/s N. Uday Kumar—2008 (1) SCC 224, the Apex Court has reiterated that habitual absence amounts to gross violation of discipline. Reverting to the facts of the present case, the Party I has remained unauthorizedly absent for a prolonged period beyond the sanctioned period of leave. This is a serious act of misconduct, which exhibits lack of interest and devotion to duty. Such conduct is not conducive to office discipline and as such, the Party II was justified in terminating the services of Party I. hence, the termination of services of the Party I is held to be legal and consequently, the Party I is not entitled for any relief.

Under the circumstances and in view of discussion supra, I pass the following order.

Order

The action of the office of the Chief Electrical Engineer, Government of Goa, in terminating the services of Shri Ramu B. Naik, the Asstt. Lineman, w.e.f. 7-5-1985 is held to be legal and justified.

The Party I is not entitled for any relief.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 8-06-2011 in Reference No. IT/17/2000 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 8th July, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT PANAJI-GOA
(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/17/2000

Shri Digambar V. Arporkar,
H. No. 462/1, Saulem Waddo,
Pilema, Bardez-Goa. ... Workman/Party I

M/s. Goa Quality Lamp Caps,
D-3/32, Karaswada,
Mapusa, Bardez-Goa. ... Employer/Party II

Workman/Party I represented by Adv. Shri Suhas Naik.

Employer/Party II represented by Adv. Shri A. Nigalye.

Award

(Passed on this 8th of June, 2011)

1. By order dated 28-2-2000, the Government of Goa, in exercise of the powers conferred by Section 10 (1) (d) of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Goa Quality Lamp Cap's., Thivim Industrial Estate, Thivim, Goa, in terminating the services of their Workman, Shri Digambar V. Arporkar, with effect from 4-12-1998, is legal and justified ?

(2) If not, to what relief the Workman is entitled to?"

2. On receipt of the Reference, IT/17/2000 was registered. Notices were issued to both parties, pursuant to which the Party I has filed his claim statement at Exb. 4 and Party II has filed its written

statement at Exb. 6. The rejoinder of Party I is at Exb. 7.

3. The case of the Party I is that he was employed in the maintenance department of the Party II since 1-4-1987 on monthly salary of Rs. 3,050/-. The Party I has stated that on 4-12-1998, the Party II refused employment to him without assigning any reasons. The Party II has claimed that the action of the Party II is illegal and unjustified. By letter dated 10-5-1999, he had sought an intervention of the Labour Commissioner. The Labour Commissioner admitted the matter in conciliation and issued noticed to the management of the Party II. The management of the Party II did not attend the conciliation proceedings hence; the Labour Commissioner submitted the failure report to the Government.

4. The Party I has stated that his services have been terminated in contravention of provisions of Section 25 F of the Industrial Act, 1947 and that the action of the Party II is illegal and unjustified. The Party I has therefore sought reinstatement with continuity in service and full back wages.

5. The Party II has claimed that the Party I is not a "Workman" as defined under the Industrial Disputes Act. The Party II has denied having refused employment to the Party I. the Party II has stated that the Party I had remained absent from duties w.e.f. 18-10-1998 and that he had tendered his resignation on 31-10-1998. The Party II has stated that the Party I is self employed since October, 1998 and that he is not entitled for any relief.

6. Based on the aforesaid pleadings following issues were framed:

1. Whether the Party I proves that the Party II refused employment to him from 4-12-1998 in contravention of the provisions of Sec. 25 F of the Industrial Disputes Act, 1947?
2. Whether the Party I proves that the action of the Party II in refusing employment to him with effect from 4-12-1998 is illegal and unjustified?
3. Whether the Party II proves that the Party I is not a "Workman" as defined under the Industrial Disputes Act, 1947?
4. Whether the Party II proves that the Party I remained absent from 18-10-98 and thereafter resigned from service on 31-10-1998?
5. Whether the Party II proves that the Party I is self employed from October, 1998?

6. Whether the Party I is entitled to any relief?

7. What Order?

7. It may be mentioned that on 7-6-2011, the Workman and the representative of the Party II remained present with their respective advocates and submitted that the matter has been amicably settled. They have placed on record the consent terms, which are at Exb. 26. These consent terms are signed by both parties and the terms are agreeable to them. I have perused the terms and in my view, the terms are in the interest of the Workman. Hence, the consent award is passed as per the consent terms, which are as under:

1. It is agreed by and between the parties that the Employer/Party II, M/s. Goa Quality Lamps Caps shall pay to the Workman/Party I, Shri Digambar V. Arporkar a sum of ` 25,000/- (Rupees twenty five thousand only) in full and final settlement of his claim against the Employer/Party II.

2. The Employer/Party II shall pay the aforesaid amount of ` 25,000/- (Rupees twenty five thousand only) to the Workman/Party I in two equal installments of ` 12,500/- (Rupees twelve thousand and five hundred only) shall be paid to the Workman/Party I on or before 06-05-2011 and the second installment of ` 12,500/- (Rupees twelve thousand and five hundred only) within three months thereafter.

3. The Workman/Party I hereby agrees and declares that all his claims and disputes with the Employer/Party II have been conclusively settled by these consent terms and he has no claim or demand of whatsoever nature against the Employer/Party II.

8. The dispute referred to his Tribunal, vide order dated 8-2-2000, has been amicably settled as per the aforestated consent terms.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 16-05-2011 in Reference No. IT/10/2008 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 1st July, 2011.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/10/2008

Workmen,
Rep. by Goa Trade &
Commercial Workers Union,
Velho Building, 2nd Floor,
Panaji Goa. ... Workmen/Party I
V/s

M/s. Goa Antibiotics &
Pharmaceuticals Ltd.,
Tuem,
Pernem-Goa. ... Employer/Party II

Workmen/Party I represented by Adv. Suhas Naik.

Employer/Party II represented by Adv. P. J. Kamat.

AWARD

(Passed on this 16th day of May, 2011)

By order dated 25-2-2008, the Government of Goa, in exercise of powers conferred under Section 10(1) (d) of the I. D. Act, has referred the following dispute to this Tribunal for adjudication.

(1) Whether the action of the management of M/s. Goa Antibiotics and Pharmaceuticals Limited, Pernem, Goa, in not conceding to the following Charter of Demands raised by the Goa Trade and Commercial Workers Union, vide their letter dated 4-4-2003, is legal and justified?

CHARTER OF DEMANDS

(1) Flat Rise:

It is demanded that each worker be paid a sum of Rs. 700/- towards a Flat Rise in the basic salary as on 31-2-2002 and that Flat Rise of Rs.700/- shall be fitted in the revised pay scales which shall be discussed with the Union and finalized.

(2) Seniority Increments:

It is demanded that each worker be paid seniority increments on the following basis one extra increment be given for every four years of service as on 1-1-2003.

Those workers with 3 years of service be paid One Increment.

Those workers with 6 years of service be paid Two Increments.

Those workers with 9 years of service be paid Three Increments.

Those workers with 12 years of service be paid Four Increments.

Those workers with 15 years of service be paid Five Increments.

Those workers with 18 years of service and more be paid Six Increments.

(3) Fixed Dearness Allowance (FDA):

It is demanded that each worker be paid an additional Fixed Dearness Allowance of Rs. 300/- per month, with effect from 1-1-2003.

(4) Variable Dearness Allowance (VDA):

It is demanded that with effect from 1-1-2003, each worker be paid Variable Dearness Allowance at the rate of Rs. 2.75 per point over and above 860 points AAICPI (1960=100).

(5) House Rent Allowance (HRA):

It is demanded that each worker be paid House Rent Allowance at the rate of 20% of the basic salary with effect from 1-1-2003.

(6) City Compensatory Allowance:

It is demanded that each worker be paid City Compensatory Allowance of Rs. 250/- per month with effect from 1-1-2003.

(7) Travelling Allowance:

It is demanded that each worker be paid a sum of Rs. 200/- towards Travelling Allowance with effect from 1-1-2003.

(8) Outdoor Duty Allowance:

It is demanded that each worker be paid an Outdoor Duty Allowance at the rate of Rs. 100/- per day with effect from 1-1-2003.

(9) Medical Reimbursement:

A) It is demanded that-

Each worker be granted Rs. 2,500/- per annum towards Medical Bills, Reimbursement; and

- B) each worker be insured under the Group Personal Accident Insurance Scheme to the tune of Rupees one lakh fifty thousand.

(10) Washing Allowance:

It is demanded that each worker be paid an amount of Rs. 100/- per month towards Washing Allowance.

(11) Leave Facilities:

It is demanded that each worker be given leave on the following basis:

- (a) Privilege leave : 30 days per year.
- (b) Casual leave : 12 days per year.
- (c) Sick leave : 12 days per year.
- (d) Holidays : 14 days per year including holidays declared by Government of Goa under Negotiable Instruments Act, 1881.

(12) Accident Leave:

It is demanded that each and every worker, whether Casual/permanent be made eligible to Accident Leave and Medical expenses incurred by him/her.

(13) Leave Travel Allowance:

It is demanded that each worker be paid sum of Rs. 3,000/- per annum towards Leave Travel Allowance.

(14) Shift Allowance:

It is demanded that whenever a worker is required to work in shifts, they should be paid Shift Allowance as follows:

- 2nd shift ... Rs. 20/- per workman.
- 3rd shift ... Rs. 30/- per workman.

(15) Shift Timing to be Specified:

It is demanded that whenever a worker is required to work in shifts, the shift timing be notified on the notice board at least one week in advance.

(16) Overtime Facility:

- (a) It is demanded that whenever a worker is required to work on overtime or beyond 8 hours of normal work or on holidays, they should be paid double the rate of wages and be given a paid compensatory off within ten days from the day of such work.
- (b) Overtime work should be allotted to the workers on a section wise basis.

(17) Bonus:

It is demanded that each worker be paid Bonus at the rate of 20% without any ceiling which is to be paid one week prior to the festival of Ganesh Chaturthi every year.

(18) Festival Advance:

It is demanded that each worker be paid a sum of Rs. 2,500/- towards Festival Advance every year. The Festival Advance to be deducted in 10 equal installments.

(19) Vacancies:

It is demanded that in case of vacancies arising in the company, notice should be displayed on the Notice board and first preference be given to the workers employed in the company.

(20) Subsidised Food and Tea:

It is demanded that each worker be served food and snacks at 50% subsidized rate.

(21) Company Loan Facility:

It is demanded that the existing Loan Facility be enhanced to Rs. 50,000/- @ 6% interest per annum.

(22) Contract Workers:

It is demanded that all the Contract Workers who are working under different contractors be regularized on the permanent rolls of the company.

- (II) If the answer of (I) above is in the negative, then to what relief the Workmen are entitled ?"

2. The Party I/Union which is representing the workmen employed by Party II/Company had submitted a Charter of Demand dated 4-4-03, effective for the years from 1-1-03. The Party I/Union has stated that the wages paid to the Workmen were pathetic and meager. The Party II failed to discuss and negotiate with the union and hence the Party I rised an industrial dispute. The conciliation proceedings ended in failure and on receipt of the failure report, the Government has made the present reference. The Party I/Union has stated that there has been no wage revision for a considerable long time. The demands raised by it are fair, just and reasonable. The Party II is in sound financial position and can meet the additional burden without any difficulty. The Party I/Union has therefore, prayed to concede to their demands dated 4-4-2003 with retrospective effect.

3. The Party II has claimed that the demands raised by the Party I/Union are not just, legal, fair and proper. The Party II/Company has stated that it

is not in a financial position to meet the demands and that it has been declared as a sick industry. The Party II has therefore, prayed that the demands should be rejected with costs.

4. Based on the aforesaid pleadings, the following issues were framed:-

ISSUES

1. Whether the Charter of Demands raised by the Party I vide letter dated 4-4-2003 is legal and justified ?
2. What relief ? What Order?

5. On 30-3-2011, the representative of the Union and the advocate for the Party II appeared before the Tribunal and filed an application at Exb. 9 stating that they have arrived at settlement and prayed to draw an award in terms of the settlement which is placed on record at Exb. 10. A perusal of settlement at Exb. 10 indicates that the Party I/ Union and the Party II/Company have settled the dispute amicably by signing settlement under Section 2(P) read with Section 18(1) of the Industrial Disputes Act. The said settlement is signed by the representatives of both parties and the terms agreeable to both parties. In my view, the terms are in the interest of the Workmen. Hence consent award is drawn as under in terms of the Memorandum of Settlement under Section 2(p) r/w Section 18(1) of the Industrial Disputes Act, 1947 arrived at between the management of M/s. Goa Antibiotics & Pharmaceuticals Ltd., Tuem, Pernem-Goa (GAPL) and their Workmen represented by the (1) Goa Trade & Commercial Worker's Union (AITUC), Panaji, Goa, and (2) Kamgarancho Ekvott (K.E.) in the matter of Charter of Demands as under:

ORDER

That the three Unions have submitted their separate Charter of Demands on the Management of Goa Antibiotics & Pharmaceuticals Ltd. (for short GAPL OR COMPANY) after terminating the settlement dated 6-12-2001 which was valid upto 31-12-2002. The fresh demands which were raised for the period from 01-01-2003 to 31-12-2005 and 01-01-2006 to 31-12-2008 could not be settled by the company due to financial constraints as also the company was declared as a sick unit by the Board of Industrial & Financial Reconstruction (for short BIFR) under Section 15(1) of the Sick Industrial Reconstruction (special Provisions) Act, 1985 (for short SICA). The conciliation proceedings in the matter of Charter of Demands having failed were referred to the Industrial Tribunal of Goa for

adjudication U/s 10(1)(d) of the Industrial Disputes Act, 1947. The matters are pending as Reference No. 109/07 & 10/08 before the Industrial Tribunal of Goa at Panaji. While the adjudication on the Charter of Demands was pending, the Company granted Interim Relief to the Workmen at the rate of Rs. 1,000/- (Rupees one thousand only) per month per worker w.e.f. October, 2009, which was to be adjusted at a later date when the Award on the Charter of Demands is made. During the pendency of the Charter of Demands before the Industrial Tribunal, the Unions have raised further Charter of Demands, effective from 01-01-2009 in view of the escalation in the cost of living and requested the management that discussions be held pending adjudication on the earlier Charter of Demands by the Industrial Tribunal.

During the course of bilateral discussions on the Charter of Demands the Union represented by Goa Jagrut Kamgar Sanghatana (G.J.K.S.) merged with Goa Trade & Commercial Worker's Union (A.I.T.U.C.) and presently the Workmen of the Company are represented by two Unions viz. Goa Trade & Commercial Worker's Union and Kamgarancho Ekvott (K.E.).

The said Charter inter-alia demanded revision of wages, scales of pay, leave facilities, house rent allowance, leave travel allowance, city compensatory allowance, shift allowance, seniority increments, Medical reimbursement etc. Pursuant to the said Charter, the parties met bilaterally and ensured discussions on the various demands. During the course of the discussions the management pointed out the difficulties faced at various levels due to financial constraints and the unit being under BIFR for revival.

During the discussions on the Charter of Demands, the Unions tried to impress upon the management to revise the wage-structure in view of the escalation in the cost of living and assured that they shall extend their fullest co-operation in improving discipline and increasing the productivity. The Union also contended that there was no revision made in wages and other conditions of service from 01-01-2003 though cost of living has been on the rise. The management contended that as the Company has been declared a sick unit by the BIFR the management is not in a position to give any rise in the wages and allowances for the period from 01-01-2003 to 31-12-2008 and that the Workmen/Union should agree for no dispute award in respect of those matters namely Reference No. IT -109/07 & IT -10/08, pending with Industrial Tribunal.

The Union stated that the management should grant lumpsum amount for the period 01-01-2003 to 31-12-2008 in settlement of the demand for that period and that Government of Goa could be approached for assistance.

The management also stated that to rationalize the workforce in the Company and to reduce the workforce as a measure of revival, a Voluntary Retirement Scheme (VRS) shall be introduced, as when deem fit.

During the discussions, the parties co-operated with each other in resolving the issues and accordingly the Unions had submitted their final proposal of demands. After protracted discussions on the present Charter of Demands as well as earlier demands, the parties have arrived at an understanding which is deduced in writing as the Unions expressed that benefits of the settlement of the current demand shall be extended only to those Workmen who accept in writing all the terms and conditions of the settlement, as per the acceptance Form/Undertaking which forms the part of this settlement and Annexed herewith.

1. GRADES/PAY SCALES .

It is agreed between the parties that the Basic Pay Scale of permanent employees will be revised from 01-01-2009 as under.

Sr.	WG	Existing	New scale
1	I	600-35-775-40-975-45-1200-50-1450-55-1725-60-2025-65-2350-70-2700-75-3075	1200-50-1450-55-1725-60-2025-65-2350-70-2700-75-3075-80-3475-85-3900-90-4350-95-4825-100-5325-105-5850.
2	II	650-40-850-45-1075-50-1325-55-1600-60-1900-65-2225-70-2575-75-2950-80-3350-85-3775-90-4225	1325-55-1600-60-1900-65-2225-70-2575-75-2950-80-3350-85-3775-90-4225-95-4700-100-5200-105-5725-110-6275.
3	III	700-45-925-50-1175-55-1450-60-1750-65-2075-70-2425-75-2800-80-3200-85-3625	1450-60-1750-65-2075-70-2425-75-2800-80-3200-85-3625-90-4075-95-4550-100-5050-105-5575-110-6125-115-6700.

Sr.	WG	Existing	New scale
4	IV	800-50-1050-55-1325-60-1625-65-1950-70-2300-75-2675-80-3075-85-3500-90-3950	1625-65-1950-70-2300-75-2675-80-3075-85-3500-90-3950-95-4425-100-4925-105-5450-110-6000-115-6575-120-7175.
5	V	1000-55-1275-60-1575-65-1900-70-2225-75-262-80-3025-85-3450-90-3900-95-4375	1900-70-2250-75-2625-80-3025-85-3450-90-3900-95-4375-100-4875-105-5400-110-5950-115-6525-120-7125-125-7750.
6	VI	1200-60-1500-65-1825-70-2175-75-2550-80-2950-85-3375-90-3825-95-4300-100-4800	2175-75-2550-80-2950-85-3375-90-3825-95-4300-100-4800-105-5325-110-5875-115-6450-120-7050-125-7675-130-8325.

2. Flat Rise:

It is mutually agreed between the parties that each of the Workmen shall be given a Flat Rise as follows:-

- a) With effect from 01-01-2009 Rs. 1,000/- p.m.
- b) With effect from 01-01-2010 Rs. 200/- p.m.
- c) With effect from 01-01-2011 Rs. 300/- p.m.

and the same shall be considered as a part of basic wage which shall be considered for PF, HRA, gratuity and overtime. The said Flat Rise shall be merged in the basic pay w.e.f. 01-01-2009 and the fitment will be made accordingly.

3. Variable Dearness Allowance (VDA):

It is agreed between the parties that w.e.f. 01-01-2009 VDA points (as per All India Consumers Price Index Number) shall be paid in base at 1625 points upto 3362 points @ of Rs. 1.80 per point. It is also agreed that points above 3362, VDA shall be paid at the rate of Rs 2.10 per point rise or fall.

The mode of quarterly computation of VDA shall continue as per-prevailing practice.

4. House Rent Allowance (HRA):

It is mutually agreed between the parties that HRA shall be paid as follows:

- a. With effect from 01-01-2009 @ 12% of the Basic Pay per month.

- b. With effect from 01-01-2011 @ 15% of the Basic Pay per month.

5. Seniority Allowance:

It is mutually agreed between the parties that Seniority Allowances shall be paid as follows:

- a. With effect from 01-01-2010 -Rs. 9/- for every completed year of service of an employee per month multiplied by number of years of service completed.
- b. With effect from 01-01-2011 - Rs. 14/- (Rs. 9/- plus Rs. 5/-) for every completed year of services of an employee per month multiplied by number of years of service completed.

Seniority Allowance shall be counted for overtime w.e.f. 01-01-2011 and for terminal benefits only.

Note

The date of appointment in service shall be considered the date of joining as per appointment letter of the Company.

06. City Compensatory, Travelling Allowances:

It is mutually agreed between the parties that miscellaneous allowances per month shall be paid as follows:

- a. With effect from 01-01-2009, an increase of Rs. 400/- per month which will be distributed and payable at the rate of Rs. 200/- towards Travelling Allowance and Rs. 200/- towards CCA.
- b. With effect from 01-01-2010, additional Rs. 100/- per month which will be distributed equally payable as Travelling Allowance and CCA.
- c. With effect from 01-01-2011, additional Rs. 100/- which will be distributed equally payable as Traveling Allowance and CCA.

07. Shift Allowances:

It is mutually agreed between the parties that from 01-01-2011 each worker will be paid shift allowances for working in second shift Rs. 10/- per shift and Rs. 18/- for third shift working.

08. Sick Leave:

It is mutually agreed between the parties that the existing Sick Leave facility will be increased to fourteen (14) days per annum w.e.f. 01-04-2010 and other existing leave benefits/rules stand continued as per prevailing practice.

09. Wage Rise For Period 01-01-2003 To 31-12-2008:

- a) It is mutually agreed between the parties that for a Wage Rise for period 01-01-2003 to 31-12-2008, each employee shall be paid a lumpsum amount of Rs. 25,000/- (Rupees twenty five thousand only) in full and final settlement of all his claims for Wage Rise for period 01-01-2003 to 31-12-2008 after securing sanction by EDC.
- b) It is mutually agreed between the parties that the dispute pertaining to Wage Rise for period 01-01-2003 to 31-12-2008 pending before Industrial Tribunal-Cum-Labour Court No. 1, Government of Goa, at Panaji-Goa in IT 109/07 and IT 10/08 stands conclusively settled and resolved with the signing of this settlement after securing sanction by EDC as mentioned in para 9(a) above.
- c) Both the parties agree to file consent application before the Industrial Tribunal-cum-Labour Court No. 1 for passing No Dispute Award in IT 109/07 and IT 10/08 after securing sanction by EDC as mentioned in para 9(a) above.

10. Union Deductions:

It is mutually agreed between the parties that the Management shall deduct an amount of Rs. 1,500/- (Rupees one thousand five hundred only) from each employee out of the arrears payable to them and remit the same to the Unions by cheque/D.D. favoring Goa Trade and Commercial Workers Union and/or Kamgarancho Ekvott as the case may be.

11. Other Terms:

- a) It is mutually agreed between the parties that the interim relief of Rs. 1,000/- granted to the employees earlier would be adjusted in the present settlement.
- b) It is further agreed between the parties that all the existing privileges and benefits not covered by this settlement shall continue to remain undisturbed and binding on both parties.
- c) It is agreed between the parties that all other demands in the Charter of Demands submitted by the Unions stand conclusively settled with the signing of this settlement and the Unions would not raise any further demands involving financial liability before the expiry of the present settlement. The demands not mentioned are deemed to have been dropped.

- d) It is mutually agreed between the parties that irrespective of grades, the work practices and assignments will continue as per the present practice followed at the shop floor and as per the instructions of the superior from time to time.
- e) During the discussions of Charter of Demands, it was reiterated and agreed by All Parties that the MOU signed on 28-05-1997 forming part of previous settlement and subsequent additions/changes made towards restrictive work practices as discussed and annexed hereto at Annexure-I forms part of this current settlement and it is specifically and distinctly agreed by workers and management to abide by its terms.
- f) All the parties agree to achieve following **Corporate Objectives, Mission and Vision** of the Company.
- i) To operate the plant to international standards in terms of quality of products, both of machines and human resources.
 - ii) To maintain excellence in product quality by following Good Manufacturing Practices (GMP/WHO) in all the production units.
 - iii) To effect saving in the form of power and fuel through continuous monitoring of the generation, distribution and consumption of utilities.
- g) All the parties have agreed to achieve following objectives for productivity achievement.
- i) All the parties pledge to achieve higher machine output and labour productivity levels on continuing basis by methods of improvement, reduction in cycle time, and use of improved and latest technology, replacement of old and obsolete equipment with modern equipment wherever possible and also better maintenance of plant and machinery.
 - ii) The Union/Workmen shall co-operate with the management for redeployment of the staff required to be done on account of the use of new technology, modern equipment and process automation, business exigencies, production work load in the different individual production Section/s etc. The Workmen so deployed in other sections/departments shall be provided necessary training wherever required and such transfers shall be communicated in writing, whenever required.
- h) All the parties have agreed to achieve following clauses for reduction in expenditure:
- i) Union will extend all out co-operation to management in all areas for reduction in expenditure by effective engagement of all the Workmen in different production related sections/departments.
 - ii) All Workmen shall maintain highest order of discipline and co-operate with the management in smooth functioning of the company.
 - iii) The Workmen shall report to their place of work immediately after punching at the start of the shift. The Workmen shall not leave their work place without the permission of their immediate supervisor/ /Section In-charge during the shift hours and before the end of the shift.
 - iv) The Workmen shall not sit beyond the stipulated (10 minutes) time in canteen for taking tea, snacks and beyond half an hour for lunch/dinner.
 - v) The Unions shall co-operate wholeheartedly in combating the menace of absenteeism and avoidable overtime.
 - vi) The parties further agree that they will observe the code of discipline in its entirety and will maintain cordial and harmonious Industrial Relations.
 - vii) In case any Workmen has any grievance/ /issue pending with **Personnel/Finance** in the matter such as reimbursement of conveyance expenses any other sundry claims or in the matter of leave details etc. he or she shall take up their grievance through Section In-charge/HOD.
 - viii) Weekly off change and shift change will be granted only with the prior permission of the concerned HOD.
- iii) Both the Unions also agree to support the management in its efforts to **Identify and Eliminate the Wasteful** practices in order to reduce costs and expenditure to improve productivity and also the quality of the output.

12. Period of Settlement:

The settlement shall remain in operation for a period upto 31st December, 2011 and shall continue to be operative unless terminated as per Industrial

Disputes Act, 1947. It is agreed that no other demands having financial burden/implication shall be raised during the operative period of settlement. It is reiterated that the terms of settlement are arrived at so that the management with the help of all the Workmen can concentrate in achieving viability and business growth of the company.

13. Applicability:

The benefits of this settlement shall be only given to those Workmen who are on the rolls of the company on the date of signing of the settlement working at factory at Tuem, and Medicenters at Bambolim & Margao which are under Bargainable Cadre and shall be applicable to the retired and expired Workmen.

14. The arrears arising out of clause 9(a) of this settlement i.e. for a period 01-01-2003 to 31-12-2008 shall be in one installment after sanction and release of amount from EDC. The arrears arising of this settlement for period w.e.f. 01-01-2009 shall be paid on or before 01st August, 2011. The first installment of arrears shall be paid in April, 2011.

15. Benefits of the settlement shall be extended to those Workmen who accept in writing all the terms and conditions of this settlement, as per acceptance form/undertaking which forms part of the settlement and marked as Annexure II.

ANNEXURE-I

Restrictive Work Practices

I. Loading and unloading of materials

It is agreed that all the material received from various suppliers for the purpose of production at Material Store and despatches from BSR shall be loaded/unloaded at GAPL premises by the Workmen. The outside Labour will be deployed for unloading/ /loading production material and dispatch only in the case of full truck load material, receipt or despatched.

II. Tea break time during production hour

It is agreed that during the tea break session the production activities will be not be put to hold. Till concerned supervisor depute substitute the concerned Workmen shall not leave the place of work or stop the work.

III. Transport for night shifts

It is agreed that IInd and IIIrd shift/s transport facility will be extended to restrictive specific areas as notified by the management.

IV. Flexibility of Workmen

It is agreed by the Union to provide maximum flexibility to improve the existing productivity of all the departments and shall co-operate in the following areas for smooth functioning of the manufacturing activities.

- a) Workmen from production block I to block II/ /section to section and other way will be shifted/transfer as per the departmental requirement irrespective of category of Workmen and shift of operation within the GMP norms.
- b) The time required for product change over should not exceed the validated time for the purpose as notified in Standard Operating Procedure (SOP). The respective Operator/ /Workmen shall dismantle and fit the change parts of machine on their own without help of maintenance personnel.
- c) It is agreed that the operator shall maintain and clean the machine timely. Operator shall make the process check during online activities and record the same on batch cards and will be responsible for production output and quality of work in co-ordination with the supervisor and production In-charge.
- d) During two shifts operation the IIIrd shift operator of electrical/AC Section shall take lead for completing the routine work of maintenance like filter cleaning, operation of HVAC system and any other urgent work observed during manufacturing activities.
- e) The Workmen of boiler section shall also engage themselves for other activities related to mechanical activities of maintenance Department such as pump operation, air compressor operation etc. as per the instruction of supervisor/HOD.

V. Improvement in productivity rate

There is a need to improve the overall performance/ /productivity of all the operating departments with strict discipline and hence it is mutually agreed by the Union/Workmen to co-operate and support the management to improve the overall productivity by emphasizing the following points.

- a) Workmen shall restrict their movements in other working department and shall not hamper the operational activities of the own and other working departments.

- b) The dispensed materials/finished goods shall be transferred to the respective area with optimum time without much personal supervision.
- c) Changeover/Cleaning/Sanitation activities shall be performed with total dedication to minimize the production lag time during the productive hours.
- d) No Workmen shall report late at work station/ /sections during beginning of the each shift as well as after the tea/lunch breaks of ten minutes/half hour respectively.
- e) The time required for changeover in general shift & night shift shall be as per validated time. walls cleaning and other cleaning activities required for changeover during IInd and IIIrd shift shall be performed by the Workmen working in the same area/section.
- f) The productivity rate for specific operations shall be achieved by the individual Workmen/ /group of workmen of respective section in normal condition as per the norms / target set by concern department. Refer Annexure -I.

VI. Shop floor instructions

The Workmen agreed to follow the existing inter departmental procedure including supervisors instructions without arguments which involves waste of time. Production related grievances, if any shall be addressed at the Grievance Handling Cell.

VII. Production planning

It is agreed and accepted by the Union that the production planning is the function and prerogative of management and shall not interfere in the said planning and follow the existing practices of the working as per the last settlement.

VIII. Union activity

The workers expressly understood and agree that they will not indulge in any Union activity during the working hours. However, in the event of any extreme emergency work only one or two members of the committee shall be allowed with special permission from the concern HOD of the department to meet the HRD, production and other HOD.

IX. IInd Shift/IIIrd Shift

It is mutually agreed that during the IInd shift no worker shall remain absent without prior sanction of leave except in emergency. All the entire Workman shall maintain full attendance in IInd, IIIrd

shift, as per shift allocation and carry out duties as per instruction of Supervisor/Section I/C/ Shift I/C.

X. GMP practices and training

All the Workmen shall adhere to regulatory requirements of FDA and shall co-operate to understand and follow various guidelines for effective implementation of GMP practices.

XI. Behaviour

It is agreed by the Workmen that they will not misbehave within and outside the premises, whilst in the services of the company or thereafter with any Workmen, supervisor or executives of the company.

XII. Asset of the Company

It is mutually agreed that each Workmen will take lead to protect the company's assets and shall not indulge in any activities which will damage the company assets causing financial losses to the organization.

XIII. General

Workmen agrees –

- a) Not to use mobile phone and other electronic devices in the factory.
- b) Not to raise any demands involving financial liability during the period of operational of this settlement and maintain industrial peace and harmony.
- c) Not to resort to any direct/indirect actions such as lock outs, strike, stoppage of work, gheraos to the executives on any pretext and the dispute or differences if any, shall be settled by negotiations/through Grievance Handling Cell.
- d) That no Workmen by individual/group or Union members shall meet/report the higher-ups of the company during office hours without the permission of GM/MD.
- e) All the existing terms and conditions, practices, privileges and benefits not covered by this settlement will continue to remain undisturbed during the period of operation of this settlement.
- f) That Workmen shall ensure the punctuality and regularity in attendance and not remain absent unauthorisedly, generally and more particularly during festival and IInd, IIIrd shifts

to help the management to achieve the production target.

- g) Shall maintain required discipline at all times, so as to have effective productivity and targets, keeping the work area such as change rooms, canteen etc. clean and hygienic condition.
- h) That factory foot wears and aprons issued to employees will be stored properly in the respective sections/areas and no repeated instructions required from the supervisors.
- i) That there will be proper communication between the relieving Workmen during the shift working and status of work in hand will be reported timely to the superiors.
- j) Wherever required the Workmen of ESU Section (interalia operation of mechanical, electrical, A.C. etc.) shall co-operate with each other to avoid the requirement of additional helper during the work.
- k) Priority shall be given to attend the online break down maintenance during break time by all the respective Workmen.
- l) Maintenance Workmen shall attend the breakdown maintenance alongwith required tools and accessories and no additional hand will be provided for the same unless required. The additional hand shall be provided with the approval of Supervisor/Section In-charge/Shift In-charge/Production I/C.
- m) Housekeeping personnel utilized for cleaning/ mopping shall cover the maximum area of work subject to the cleaning validation and same shall comply the GMP norms.

ANNEXURE-A

Section: DPP

Vials	Filing/shift Workmen-12 Nos.		Labeling/shift Workmen-03 Nos.		Tray Packing	Mono carton packing with Water for Injection Workmen 22 Nos.	
	Pre-sent output	Agreed output	Pre-sent output	Agreed output		Pre-sent output	Agreed output
7.5cc	50000	55000	45000	50000	4000	—	—
10cc	40000	45000	43000	45000	Tray	40000	45000
15cc	38000	42000	43000	45000	packing/ Workmen in single shift	40000	45000

Section: Liquid Oral

Bottles	Filling-cum-packing/shift Workmen-13 Nos. (online)	
	Present output	Agreed output
60 ml	20000	30000
100 ml	18000	25000
200 ml	10000	16000

Section: Tablet

i) Granulation

Present output by 03 Workmen	Agreed output by 03 Workmen
Batch size of 200 kgs. mass granulated in 1.5 shift	Batch size of 200 kgs. mass granulated in 1 shift

ii) Compression

Compression output/shift (in lac) Workmen-01 No.
--

	Present output	Agreed output
16stn	1.5	2.1
27stn	5.0	6.0
41stn	10.00	12.0
27 stn (new)	New	6.00

iii) Coating

Present output by 02 Workmen	Agreed output by 02 Workmen
6 lots/shift	8 lots/shift

iv) Sorting

Punch size	Present output by 04 Workmen	Agreed output by 04 Workmen
Below 10.0mm	12.0 lac/shift	14.0 lac/shift
10.00mm–12.5mm	8.0 lac/shift	10.0 lac/shift
Capsules shaped	6.0 lac/shift	8.0 lac/shift

v) Blister packing output/shift (in lac) 10*10

Tablet size	Present output	Workmen	Agreed output
7.0 mm tablets	10.0	13 Nos.	11.0
10 mm tablets	8.0	10 Nos.	9.0
12.0 mm tables	7.0	10 Nos.	8.0
Capsule shaped tablets	6.0	09 Nos.	7.0

Section: Capsule

i) Blending

Present output by 02 Workmen	Required output by 02 Workmen
4 batches/shift	5 batches/shift

ii) Filling	Filling output/shift (in lac)	
	Present output by 02 Workmen	Agreed output by 02 Workmen

Size '0' capsules	1.3	1.5
Size '1' capsules	1.3	1.5
Size '2' capsules	1.6	2.0

iii) Polishing output/shift (in lac)

Present output by 01 Workmen	Agreed output by 01 Workman
2.0	2.5

iv) Blister packing output/shift (in lac) 10*10

Capsules size	Present output	Workmen	Agreed output
Size '0' capsules	5.0	11 Nos.	6.0
Size '1' capsules	5.0	11 Nos.	6.0
Size '2' capsules	6.0	11 Nos.	8.0

No order as to cost. Inform the Government accordingly about passing of the Award.

Sd/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court.

Corrigendum

No. 24/6/2010-LAB/ESI

Read: Order No. 24/6/2010-Lab/ESI/264
dated 13-07-2011.

In the above referred order, the pay scale indicated as ` 15,600-3,900/- with grade pay of ` 5,400/- (Group "A" Gazetted) may be corrected as ` 15,600-39,100/- with grade pay of ` 5,400/-

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 14th July, 2011.

**Department of Law and Judiciary**

Law (Establishment) Division

Order

No. JS(DMU)/(FEMA)2009-10/1168

Government is pleased to constitute a Committee headed by the Director of Prosecution alongwith

other two members as follows, to review the cases regarding immovable properties in Goa acquired by the foreign nationals, by contravening the provisions of FEMA, 1999:

1. State Registrar-cum-Head of Notary Services ... Member.
2. Joint Secretary (Debt Management Unit) ... Member.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).

Porvorim, 11th July, 2011.

Order

No. 4-1-2008-LD(Estt.)/1184

Government is pleased to appoint Shri Gopal Subramaniam, Solicitor General of India to appear on behalf of Special Secretary to the Governor of Goa in Writ Petition No. 478/2008 and 237/2011 filed before the Hon'ble High Court, Bombay at Panaji Bench under the Right to Information Act, 2005 as a Special Case.

This issues in supersession of order of even number dated 13-06-2011.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).

Porvorim, 13th July, 2011.

Notification by the High Court of Judicature Appellate Side, Bombay

No. A.3902/G/2011

The Hon'ble the High Court is pleased to make the following posting with immediate effect.

Sr. No.	Name & present posting	New posting
1.	Ms. Sharmila A. Patil, Civil Judge, Junior Division & Judicial Magistrate First Class, District Margao	Civil Judge, Junior Division & Judicial Magistrate First Class, Vasco-da-Gama, District Margao.

High Court, Bombay
Dated 1st July, 2011.

(*S. B. Shukre*)
Registrar General

Department of Mines

Directorate of Mines & Geology

Order

No. 01/129/Adm/Mines/Part-IV/805

On the recommendation of the Group 'D' Screening Committee of this Directorate and as approved by the Administrative Secretary, sanction is hereby conveyed for grant of 1st, 2nd & 3rd MACPS to the following Officials w.e.f. date of implementation of Scheme & completion of 10, 20 years & 30 years respectively whichever is later, as shown against their names in terms of O.M. No. 35034/3/2008-Estt.(D) dated 19-05-2009, Government of India, Ministry of Personnel, Public Grievances and Pensions, New Delhi, circulated vide No. 1/1/82-Per(Part-VI) dated 06-08-09 of the Under Secretary (Personnel-I).

Sr. No.	Name of the official	Date of initial appointment	MACP	Pay Scale+ Grade Pay granted	Date from which it is to be granted
1	2	3	4	5	6
1.	Shri Ankush N. Mopkar	18-05-78	3rd	₹ 5,200-20,200+ ₹ 2,400/- (GP)	01-09-2008 (30 years).
2.	Smt. Varsha Kalangutkar	4-12-85	2nd	₹ 5,200-20,200+ ₹ 2,000/- (GP)	01-09-2008 (20 years).
3.	Shri Agnelo C. Fernandes	13-05-87	2nd	₹ 5,200-20,200+ ₹ 2,000/- (GP)	01-09-2008 (20 years).
4.	Shri Bhiva N. Sawant	21-01-88	2nd	₹ 5,200-20,200+ ₹ 2,000/- (GP)	01-09-2008 (20 years).
5.	Shri Ekanath L. Chopdekar	10-04-91	2nd	₹ 5,200-20,200+ ₹ 2,000/- (GP)	10-04-2011 (20 years).
6.	Shri Chandrakant Gawade	31-05-97	1st	₹ 5,200-20,200+ ₹ 1,900/- (GP)	01-09-2008 (10 years).

1	2	3	4	5	6
7.	Shri Dinkar S. Kalangukar	24-01-00	1st	₹ 5,200-20,200+ ₹ 1,900/- (GP)	24-01-2010 (10 years).

The above Officials shall exercise an option if he/she desires so, within one month from the date of issue of this order for fixing pay in the 1st, 2nd & 3rd up-gradation under FR 22(1)(a)(i) as per the point No. 7 of the O.M. referred to at the para 1 and their pay shall be fixed as per point No. 11 of M.O. cited at para 1 above.

This is issued with the approval of the Secretary (Mines) vide his office endorsement No. 1438272 dated 13-05-2011.

The expenditure on their pay and allowances shall be debited to the Budget head under which their salaries are drawn.

Arvind D. Loliyekar, Director and ex officio Joint Secretary (Mines & Geology).

Panaji, 11th July, 2011.

Department of NRI Affairs

Office of Director for NIR Affairs

Order

No. Comm/NIR/121/2011-12/926

The Government is pleased to constitute a State Level Committee headed by the Commissioner for NRI Affairs to evolve a proper monitoring mechanism to deal with various aspects of emigration.

The composition of the Committee shall be as under:

- 1) Commissioner for NRI Affairs – Chairman.
- 2) Secretary, (NRI) – Vice-Chairman.
- 3) Special Secretary, (Home) – Member.
- 4) Inspector General of Police – Member.
- 5) Head of Bureau of Immigration – Member.
- 6) Collector, (North) Goa District – Member.

- 7) Collector, (South) Goa District – Member.
- 8) Chairman, (OEAG) – Member.
- 9) Director, NRI – Member.
Secretary.

The terms of reference of the Committee shall be as under:

- 1) Identification of high risk areas of illegal migration.
- 2) Launching awareness campaigns about risks involved in illegal and irregular migration.
- 3) Developing institutional mechanism for combating illegal and irregular migration.
- 4) Creation of robust information gathering and investigative mechanism.
- 5) Evolving training programmes for capacity building of Police Personnel for tackling illegal and irregular migration.
- 6) Creation of scientific database on emigrants.
- 7) Enforcement of legal provisions against unscrupulous recruiting agents.

The Committee shall meet once in 03 months and review the progress on various points outlined in the Action Plan.

By order and in the name of the Governor of Goa.

Gonesh Koyu, Secretary for NRI Affairs.

Porvorim, 11th July, 2011.

Department of Personnel

Order

No. 6/6/2011-PER/4556

Sanction of the Government is hereby accorded for relaxation of qualifying service by 02 years of service in Goa Civil Service and 04 months regular service in Junior Administrative Grade in respect of the following Junior Administrative Grade Officers so as to make them eligible for promotion to the Selection Grade of Goa Civil Service, by invoking provisions of Rule 30 of Goa Civil Service Rules, 1997.

1. Shri Sandip Jacques.
2. Shri Arun L. Desai.

3. Shri N. D. Agrawal.
4. Shri S. M. Naik.
5. Shri Elvis Presly Gomes.
6. Shri Menino D'Souza.
7. Shri S. V. Naik.
8. Shri N. B. Narvekar.
9. Shri Narayan Sawant.
10. Shri Sanjit R. Rodrigues.
11. Shri J. B. Bhingui.
12. Shri Damodar B. Shanke.
13. Shri Sanjiv M. Gadkar.
14. Shri Yetindra M. Maralkar.
15. Shri M. B. Kumthekar.
16. Kum. Margaret Fernandes.
17. Shri Vinesh V. Arlenkar.
18. Shri Amarsen W. Rane.
19. Shri Prasad V. Lolayekar.
20. Shri Michael M. D'Souza.
21. Shri Y. B. Tavde.

This issues with the concurrence of Goa Public Service Commission as conveyed vide its letter No. COM/II/11/42(2)/2011/496 dated 30-6-2011.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 6th July, 2011.

Order

No. 7/9/2009-PER/4649

Shri G. T. Kumar, IFS, (AGMUT: 2002) Dy. Conservator of Forests (North Goa Division, Ponda), shall hold the charge of the post of Dy. Conservator of Forests (Social Forestry, Parks & Gardens, Ponda) and Dy. Conservator of Forests (Soil Conservation, Ponda), in addition to his own duties, until further orders.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).

Porvorim, 12th July, 2011.

Order

No. 5/4/2010-PER/4662

Shri Sanjeev C. Gauns Dessai, Assistant Commissioner of Excise, shall hold charge of the post of

Managing Director, Sanjivani Sahakari Sakhar Karkhana Ltd., in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 13th July, 2011.

Order

No. 22/8/2007-PER/4632

Governor of Goa is pleased to order the transfer and posting of following Senior Scale Officers of Goa Police Service with immediate effect in public interest:

Sr. No.	Name	Present posting	Proposed posting
1	2	3	4
1.	Shri Vijay Singh, IPS	Awaiting posting	SP (ANC).
2.	Shri Arvind Gawas	SP (Traffic)	SP (North).
3.	Shri Shekhar Prabhudessai	Principal, PTS, Valpoi	SP (HQ), Panaji & SB & Wireless
4.	Shri Vishram Borkar	SP (HQ), Panaji	PTS, Valpoi.
5.	Shri Tony Fernandes	SP, (Immigration/Security)	SP (Coastal Security).
6.	Shri Omprakash Kudtarkar	SP (Coastal Security)	SP (Konkan Railway/Tourist).
7.	Shri Jose Allen Fred De Sa	SP (South), Margao	SP (Immigration & Security).
8.	Shri Vaman Tari	SP (Tourist Police/Konkan Railway)	SP (South).
9.	Shri Atmaram Deshpande	SB (SP/Wireless)	SP (Traffic).

Shri Vijay Singh, IPS, shall hold charge of the post of Asstt. Comm. IRB in addition to his own

duties thereby relieving Shri Vaman Tari, SP of the of the additional charge.

The Officer at Sr. No. 2, 4, 6, & 8 shall move first.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).

Porvorim, 13th July, 2011.

Memorandum

No. 6/4/2011-PER/4561

Read: Memorandum No. 6/4/2011-PER dated 28-03-2011.

The Government had circulated the Tentative Seniority of Junior Administrative Grade Officers of Goa Civil Service vide Memorandum No. 6/4/2011-PER dated 28-03-2011. All the Junior Administrative Grade Officers were requested to scrutinize the list and to submit their objections, with regard to seniority assigned to them.

After careful consideration of the objections received in this regard, the final seniority list of Junior Administrative Grade Officers of Goa Civil Service is hereby determined as follows:

Sr. No.	Name of the Officer	Date of appointment	Date of retirement	Remarks
1	2	3	4	5
1.	Shri Sandip Jacques	03-11-2010	31-05-2031	
2.	Shri Arun L. Dessai	03-11-2010	30-11-2019	
3.	Shri N. D. Agrawal	03-11-2010	31-12-2012	
4.	Shri S. M. Naik	03-11-2010	30-06-2033	
5.	Shri Elvis Presly Gomes	03-11-2010	31-12-2022	
6.	Shri Menino D'Souza	03-11-2010	30-11-2023	
7.	Shri S. V. Naik	03-11-2010	30-06-2020	
8.	Shri N. B. Narvekar	03-11-2010	31-01-2012	

1	2	3	4	5
9.	Shri Narayan Sawant	03-11-2010	30-11-2022	
10.	Shri Sanjit R. Rodrigues	03-11-2010	31-07-2031	
11.	Shri J. B. Bhingui	03-11-2010	30-04-2015	
12.	Shri Damodar B. Shanke	03-11-2010	31-05-2021	
13.	Shri Sanjiv M. Gadkar	03-11-2010	28-02-2033	
14.	Shri Y. M. Maralkar	03-11-2010	31-10-2030	
15.	Shri M. B. Kumthekar	03-11-2010	30-09-2013	
16.	Kum. Margaret Fernandes	03-11-2010	31-07-2020	
17.	Shri Vinesh V. Arlenkar	03-11-2010	31-10-2025	
18.	Shri Amarsen W. Rane	03-11-2010	30-04-2028	
19.	Shri Prasad V. Lolayekar	03-11-2010	31-05-2028	
20.	Shri Michael M. D'Souza	03-11-2010	31-10-2035	
21.	Shri Y. B. Tavde	03-11-2010	31-05-2017	

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 6th July, 2011.

Department of Planning, Statistics & Evaluation

Directorate of Planning, Statistics & Evaluation

Notification (04)

No. 402/36/IV-AGRI/2008-09/DPSE/753

Government is pleased to appoint the following officers for the effective and smooth conduct of

Ninth Agricultural Census 2010-11 which is being conducted in Goa State during the current year as follows:

1. Additional Collector-I, North Goa Deputy District Agricultural Census Officer.
2. Additional Collector-II, South Goa Deputy District Agricultural Census Officer.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director and ex officio Joint Secretary (Planning).

Panaji, 6th July, 2011.

Department of Power

Office of the Chief Electrical Engineer

Order

No. CEE/Estt-1-11-81/Trans/(AE/B)/1743

Government is pleased to order the transfer and posting of Shri Alvito M. Fernandes, Assistant Executive Engineer (Elec.) from the office of Sub-Divisional Engineer, Elec. Sub-Div. II, Benaulim to the office of Sub-Divisional Engineer, Elec. Sub-Div-IV, Cuncolim under Elec. Div-IV, Margao, with immediate effect, in public interest, thereby relieving Shri Deepak K. Naik, Assistant Executive Engineer (Elec.) from the additional charge.

Shri Deepak K. Naik, Assistant Executive Engineer (Elec.) of office of Executive Engineer, Elec. Div. IV, Margao shall take over the charge of office Sub-Divisional Engineer, Elec. Sub-Div-II, Benaulim accordingly and look after the same in addition to his own duties and until further orders.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 18th July, 2011.

Order

No. CEE/Estt-1-11-81/Trans/(AE/B)/1744

Government is pleased to order the transfer and posting of Shri Radkrishna J. Kenny, Executive

Engineer (Elec.) from Elec. Div. XIV, Verna Plateau to Elec. Div.-XIII, Kadamba Plateau, with immediate effect, in public interest, thereby relieving Shri N. Neelakant Reddy, Executive Engineer (Elec.) from the additional charge.

Shri N. Neelakant Reddy, Executive Engineer (Elec.) of Elec. Div. X, Ponda shall take over the charge of office of Elec. Div.-XIV, Verna Plateau accordingly and look after the same in addition to his own duties and until further orders.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 18th July, 2011.

Department of Public Health

Order

No. 44/2/2006-I/PHD

Read: Order No. 44/2/2006-I/PHD dated 2-5-2011.

Government is pleased to accept the resignation tendered vide letter dated 03-01-2011 by Dr. Vardhan Bhobe, Senior Surgeon, Asilo Hospital, Mapusa w.e.f. 04-04-2011 (b.n.) in terms of rule 5 of CCS (Temporary Service) Rules, 1965. He stands relieved from the said post w.e.f. the same date i.e. 04-04-2011 (b.n.).

This issues in supersession of this Department's Order of even number dated 02-05-2001 cited above.

By order and in the name of the Governor of Goa.

D. G. Sardesai, Joint Secretary (Health).

Porvorim, 5th July, 2011.

Order

No. 47/45/2011-I/PHD

Read: Government Order No. 47/45/2011-I/PHD dated 01-07-2011.

Government is pleased to constitute a Committee for certification of "Baby Friendly Hospital" under "Baby Friendly Hospital Initiative".

The Committee shall consist of the following members:

1. The Director of Health Services ... Chairperson.
2. President of IAP ... Member.
3. President of FOGSI ... Member.
4. Professor of Paediatrics, Goa Medical College ... Member.
5. Shri Raj Vaidhya (NGO) ... Member.
6. Chief Medical Officer, State Family Welfare Bureau, Directorate of Health Services ... Member Secretary.

This issues in supersession of this department's earlier Order of even number dated 01-07-2011.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health II).

Porvorim, 7th July, 2011.

Order

No. 4/19/2002-II/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(1)/93/57 dated 13-06-2011, Government is pleased to promote Dr. (Mrs.) Leena Goel, Lecturer in Anaesthesiology to the post of Assistant Professor in Anaesthesiology in Goa Medical College, Bambolim on regular basis in the Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ₹ 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. Yvonne Menezes, Assistant Professor in Anaesthesiology to the post of Associate Professor in Anaesthesiology vide Order No. 4/19/2002-II/PHD dated 05-07-2011.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 7th July, 2011.

Order

No. 4/23/2002-II/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/

/II/11/30(2)/2011/64 dated 15-06-2011, Government is pleased to promote Dr. Sinai Narvenkar Kedareshwar P, Lecturer in Medicine to the post of Assistant Professor in Medicine in Goa Medical College, Bambolim on regular basis in the Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ₹ 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. Rachita Gupta Velho, Assistant Professor in Medicine to the post of Associate Professor in Medicine vide Order No. 4/23/2002-II/PHD dated 05-07-2011.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 7th July, 2011.

Order

No. 47/64/2010-I/PHD

- Read: 1) Order No. 7/4/2006-PER dated 10-01-2008.
 2) Order No. 7/4/2006-PER dated 16-01-2008.
 3) Order No. 22/1/2001-I/PHD dated 25-06-2008.
 4) Order No. 22/1/2001-I/PHD dated 03-07-2009.
 5) Order No. 5/115/80-I/PHD dated 13-07-2010.
 6) Corrigendum No. 47/64/2010-I/PHD dated 23-02-2011.

The deputation of Dr. Pradeep Padwal as Project Director in the Goa State Aids Control Society is hereby extended for a further period from 25-06-2011 to 31-01-2012.

The deputation of Dr. Pradeep Padwal shall be governed by the standard terms of deputation as contained in OM No. 13/4/74-PER dated 12-02-1999 issued by the Department of Personnel, Secretariat and as amended from time to time.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 7th July, 2011.

Order

No. 4/4/2007-II/PHD

Read: Memorandum No. 4/4/2007-II/PHD dated 24-06-2011.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(1)/97/51 dated 03-06-2011, Government is pleased to appoint Dr. Pannag S. Kumar to the post of Assistant Lecturer in the Department of Forensic Medicine in Goa Medical College, Bambolim on temporary basis in the Pay Band—3, ₹ 15,600-39,100+Grade Pay of ₹ 5,400/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Pannag S. Kumar shall be on probation for a period of two years.

The character and antecedents of Dr. Pannag S. Kumar have been verified by the District Magistrate, South Goa District, Margao-Goa. He has also been declared medically fit by the Medical Board.

The appointment is made against the vacancy occurred due to creation of post of Assistant Lecturer in Forensic Medicine in Goa Medical College and Hospital vide Order No. 4/1/2005-II/PHD dated 22-09-2010.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 8th July, 2011.

Order

No. 1/1/2010-II/PHD

- Read: (1) Order No. 1/4/2001-II/PHD dated 15-04-2002.
 (2) Order No. 1/4/2001-II/PHD dated 25-04-2005.
 (3) Order No. 1/4/2001-II/PHD dated 12-10-2006.

Sanction of the Government is hereby conveyed for revision of stipend being paid to the interns in Goa Medical College, Bambolim-Goa from ₹ 4,000/- to ₹ 8,000/- per month with immediate effect.

The expenditure shall be debited from the respective Budget Head.

This issues with the concurrence of the Finance Department vide their U.O. No. 1432680 dated 08-07-2011.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 8th July, 2011.

Order

No. 1/1/2010-II/PHD

Read: (1) Order No. 1/4/2001-II/PHD/272 dated 30-09-2002.

(2) Order No. 13-14-87-IV/PHD(Part II) dated 18-10-2006.

Sanction of the Government is hereby conveyed for revision of stipend being paid to the interns in Goa Dental College and Hospital, Bambolim-Goa from ` 4,000/- to ` 8,000/- per month with immediate effect.

The expenditure shall be debited from the respective Budget Head.

This issues with the concurrence of the Finance Department vide their U.O. No. 1432680 dated 08-07-2011.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 8th July, 2011.

Order

No. 6/11/2002-III/PHD

Read: Memorandum No. 6/11/2002-III/PHD dated 04-07-2011.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/32(1)/2007-Vol.I/49 dated 02-06-2011, the Government is pleased to appoint Dr. Anil Vishnu Rane and Dr. Ashish Srivastava to the posts of Lecturer in Psychiatry in the Institute of Psychiatry and Human Behaviour, on temporary basis in the pay scale of PB—3, ` 15,600-39,100+GP of ` 6,600+NPA, with immediate effect as per the terms and conditions contained in the Memorandum

cited above, subject to the verification of their character and antecedents by the District Magistrate of North Goa District.

Dr. Anil Vishnu Rane and Dr. Ashish Srivastava, shall be on probation for a period of two years.

They have been declared medically fit by the duly constituted Medical Board of Goa Medical College.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 11th July, 2011.

Order

No. 4/1/2003-II/PHD/P.F.II

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(7)/97/88 dated 29-06-2011, Government is pleased to promote Dr. Nilam Madhale, Assistant Lecturer in Anatomy to the post of Lecturer in Anatomy in Goa Medical College, Bambolim on regular basis in the Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ` 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to resignation of Dr. Deepa Kamat w.e.f. 30-07-2009.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 12th July, 2011.

Order

No. 4/3/2005-II/PHD/Vol.I

Government is pleased to extend the term of ad hoc promotion of Dr. Medora Dias, Assistant Lecturer in Anatomy against the post of Lecturer in Anatomy in Goa Medical College, Bambolim in the pay scale of Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ` 6,600/- and other allowances, for a further period of one year w.e.f. 26-05-2010 to 25-05-2011 or till the post is filled on regular basis, whichever is earlier.

The above ad hoc appointment shall not bestow on her any claim for regular appointment or the service rendered by her on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

This issues with the approval of the Goa Public Service Commission vide their letter No. COM/II/3/ /30(1)/2011/491 dated 30-06-2011.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 12th July, 2011.

Notification

No. 13/41/87-I/PHD (Pt.file)

In exercise of the powers conferred by sub-sections (1) and (2) of Section 33-F of the Drugs and Cosmetics Act, 1940 (Central Act 23 of 1940), the Government of Goa with the previous consent of the Government of Gujarat conveyed vide letter No. FDL/JCT/GA/22750/2008 dated 30-09-2008, hereby appoints Shri C. K. Parmar, B.Sc (Chemistry), Junior Scientific Officer, Chemistry Division, Food & Drugs Laboratory, Vadodara as Government Analyst for the whole of the State of Goa, in respect of Ayurvedic, Siddha and Unani Drugs, with immediate effect.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 12th July, 2011.

Department of Public Works

Office of the Principal Chief Engineer

Order

No. 50/1/2011/PCE-PWD-ADM(II)/178

Read: Government Order No. PCE-PWD-699/ /2008 dated 05-07-2010.

The contract appointment of Shri A. M. Wachasundar as Project Director of JICA Project made

vide order referred to above, is hereby further extended for a period of six months with effect from 05-07-2011 to 04-01-2012.

This is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

J. J. S. Rego, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 8th July, 2011.

Department of Revenue

Order

No. 22/33/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/33/2008-RD dated 29-10-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 33 dated 13-11-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for South Western Railway at Velsao between Kulem (Colem) Station and Vasco-da-Gama (hereinafter referred to as the "said public purpose");

And Whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/33/2008-RD dated 24-03-2010, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 1 dated 01-04-2010, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).

Porvorim, 6th July, 2011.

Notification		1	2	3
No. 23/12/2009-RD				
Whereas by Government Notification No. 23/12/2009-RD dated 30-06-2010 published on Series II No. 15 of the Official Gazette, dated 08-07-2010 and in two local newspapers (1) "Gomantak" dated 04-07-2010 (2) "Herald" dated 04-07-2010, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for const. of Mining Bye-pass road from Uguem to Kapxem (Phase-I) Guddemol to Kapxem in Sanguem Taluka.			Other rights: Encroached upon by Natalina Alphonso, There is rice cultivated by Smt. Natalina Alphonso.	
	49/1 p O:	Francisco Fernandes.		530
	52/1 p O:	Government of Goa.		4250
			Other rights: Encroached upon by Roque Fernandes.	
	52/2 p O:	Government of Goa.		4400
			Other rights: Encroached upon by 1) Lorenzo Fernandes. 2) Remedio Fernandes.	
	52/3 p O:	Government of Goa.		3490
			Other rights: Encroached upon by Joaquim Santana Fernandes.	
	52/4 p O:	Government of Goa.		3850
			Other rights: Encroached upon by Francisco Fernandes.	
	52/5 p O:	Government of Goa.		1850
			Other rights: Encroached upon by Rosa Fernandes.	
	54/1 p O:	1) Chandrakant Pundalik Sinai Savordenkar. 2) Hemakant Pundalik Sinai Savordenkar. 3) Bansal Vivek Naik Bhandari. 4) Jayanti Vivek Naik Bhandari alias Janani Tanvi Vivek Naik Bhandari.		6915
	53 p O:	Government of Goa.		100
			Other rights: Encroached upon by Shri Tukaram Raghoba Naik of Sanvordem.	
			Boundaries :	
		North	: 55, Village Rumbrem	
		South	: Road.	
		East	: S. No. 30/-, 48/1, 53, 52/2, 52/3, 4, 5, 54/1, 57, Road.	
		West	: S. No. 30, 48/1, 49/1, 52/1, 52/3, 4, 5, 54/1, 56, 55.	
				Total (A): 25880
SCHEDULE				
(Description of the said land)				
Taluka: Sanguem		Village: Sanvordem		
Survey No./ Sub-Div. No.	Names of the persons believed to be interested in land	Approx. area in sq. mts.		
1	2	3		
48/1 p O:	Government of Goa.	495		

1	2	3	1	2	3
<i>Taluka: Sanguem</i>			<i>Taluka: Ponda</i>		
	<i>Village: Rumbrem</i>			<i>Village: Ponchavadi</i>	
3/3 p O:	1) Laxmibai V. Naique. 2) Vitho Krishna Naik. 3) Sashikant K. Naik. 4) Mohan K. Naik. 5) Surendra K. Naik. <i>Other rights:</i> Granted to Shri Vishnu Vithal Naique of Curchorem.	4392	188 p O:	1) Comunidade of Panchwadi. 2) Laxman Ranu Kamat. 3) Pandurang Ranu Kamat. 4) Shripad Ranu Kamat. 5) Manohar Ranu Kamat. 6) Conservator of Forests, Panaji.	17850
3/1 p O:	1) Laxmibai V. Naique. 2) Vitho Krishna Naik. 3) Sashikant K. Naik. 4) Mohan K. Naik. 5) Surendra K. Naik.	14116	205 p/- O:	1) Comunidade of Panchwadi. 2) Conservator of Forests, Panaji.	34200
31/1 p O:	Bhagwant Sakharam Sinai Sanvordekar. <i>Other rights:</i> Granted to Bhagwant Sakharam Sinai Sanvordekar.	10876	190/2 p O:	1) Fatu Sdadanand Kantak.	3075
32 p/- O:	1) Fatthu Vithoba Gaonkar. 2) Dharma Vithoba Gaonkar. 3) Sukdo Yeshwant Gaonkar.	19020	203/1 p O:	1) Haridas Krishna Sinai Cantak. 2) Pandurang Krishna Sinai Cantak. 3) Govinda Krishna Sinai Cantak. 4) Clementina Pereira. <i>Other rights:</i> House belongs to Panduranga Krishna Kantak.	810
34 p/- O:	1) Bhagwant Sakharam Sinai Sanvordekar. Now held by 2) Luis Sauza. 3) Piedade Mascarenhas. <i>Other rights:</i> Granted to Bhagwant Sakharam Sinai Sanvordekar.	12384	203/1-B p O:	1) Govind Krishna Sinai Kantak.	3900
<i>Boundaries :</i>			203/1-C p O:	1) Vishram Krishna Sinai Kantak.	2756
North :	S. No. 33, 31, 32, 5/5, 5/6, 5/83, /1, 3/2, 3/2, 3/3, 2.		203/1-D p O:	1) Haridas Krishna Sinai Kantak.	280
South :	S. No. 33, 32, Road, S. No. 1/1, 1/2, 1/4, Village Sanvordem.		206 p/- O:	1) [Pedro Mascarenhas]. 2) [Govind Vihhnu Sahakar.] 3) Laxmi Vaman Satarkar. 4) Conservator of Forests, Panaji.	4475
East :	S. No. 32, 23, 34, 331/2, 1/3, 1/4, Village Santona.		T:	1) Narayan 2) [Narayan alias Sazu Naik].	
West :	S. No. 32, 23, 34, 33, road, Village Panchawadi.		207/2 p O:	1) Comunidade of Panchwadi. 2) Pandurang Krishna Sinai Bhangui. 3) Damodar Pundalik Sinai Bhangui. 4) Damodar Laximan Parsenkar.	6530
Total (B): 60788			207/2-A p O:	1) Babi Raghoba Sinai Bhangui. 2) Purshottam Ghiri Sinai Bhangui. 3) Balchandra Anant Sinai Bhangui.	16900

1	2	3	1	2	3
	4) Manohar Fati Sinai Bhangui.		34 p/-	O: 1) Anand Yesso Dessai.	6200
	5) Sarvottam Venkatesh S. Kudchadkar.			2) Prakash Mahadev Dessai.	
	6) Gopinath Raghuvir Sinai Bhangui.			<i>Other rights:</i>	
	7) Jaiprakash Ramnath Sinai Bhangui.			Granted to	
	8) Jaganath Mukund Sinai Bhangui.			Smt. Anandi Dessai.	
	<i>Boundaries :</i>				
North :	S. No. 188, 207/2-A, Village Rumbrem.		19/4 p	O: 1) Anand Yesso Dessai.	200
				2) Prakash Mahadev Dessai.	
				<i>Other rights:</i>	
				Granted to	
				Smt. Anandi Dessai.	
			66/3 p	O: Sebasteano Vincente Pinto.	50
			70/1 p	O: Sebasteano Vincente Pinto.	280
				<i>Boundaries :</i>	
South :	S. No. 207/2.				
East :	S. No. 188/-, 205/-, 203/1-B, 206/-, 207/2, 2-A.		North :	S. No. 70/-, 66/2, 19/4, 34/-, 35/-, 36/-.	
West :	188/-, 205/-, 190/2, 203/1, 1-B, 1-C, 1-D, 206/-, 207/2, 2-A.		South :	S. No. 34, 35, 65, 36, Village Coranguinim.	
			East :	S. No. 36/-, 57/-, 56/-, 55/-, 54/-.	
			West :	Village Rumbrem, S. No. 36/-, 57/-, 56/-, 55/-, 54/-.	
		Total (C): 90776			
Taluka: Sanguem	Village: Santana				
54/1 p	O: Government of Goa.	12560			
	<i>Other rights:</i>				
	Granted to				
	Rama Vencti Naik.				
					Total (D): 64661
55/1 p	O: Government of Goa, Daman & Diu.	17456			
	<i>Other rights:</i>				
	Enchroached by				
	Rama Vekati Naik.				
56/1 p	O: Government of Goa.	5605			
	<i>Other rights:</i>				
	Granted to				
	Rama Vencti Naik.				
36/1 p	O: Government of Goa.	19900			
	<i>Other rights:</i>				
	House belong to				
	Ganpat Yeshwant Sawant Dessai.				
	Enchroached by				
	Ganpat Yeshwant Sawant Dessai.				
35 p/-	O: 1) Laxmi Lad.	2410			
	<i>Other rights:</i>				
	Granted to				
	Laxmi Lad,				
	structure built by				
	N. S. Narvenkar.				

Grand Total(A+B+C+D): 242105

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Revenue).

Porvorim, 12th July, 2011.

Corrigendum

No. 22/7/2010-RD

Read: Notification No. 22/7/2010-RD dated 16-07-2010, regarding land acquisition for providing approach to parking space through survey No. 8 and parking space in survey No. 11, 1, 19(Part) of Village Ponda, published in the Official Gazette, Series II No. 17 dated 22-07-2010 and in two local newspapers viz. "Times of India" and "Lokmat" both dated 21-07-2010 respectively.

In the Schedule appended to the Notification referred to above, the name of Taluka shall be read as Taluka Sanguem.

as "Ponda" and the name of Village shall be read as "Ponda". Further, the name of tenant "T: Shri Shankar Ganesh Naik" shall be added after the name of "Shri Mohammad Babar" after each entry in the survey Nos. 11/13, 11/18, 11/29, 11/31, 11/35, 11/37, 11/43, 11/49, 11/51, 11/57 and 11/61 respectively.

The rest of the contents of above read Notification shall remain unchanged.

By order and in the name of the Governor of Goa.

Pandarínath N. Naik, Under Secretary (Rev-I).

Porvorim, 19th July, 2011.

Department of Town & Country Planning

Order

File No. 21/22-1/TCP/CIR/11/3053

In partial modification of Order No. 21/22-1/TCP/CIR/10/447 dated 8-2-2010 Shri S. M. Byakod, Senior Town Planner is hereby appointed as First Appellate Authority at the South Goa District Office, Town and Country Planning Department, Margao-Goa to deal with Appeals received from the Public under Section 19(1) of the Right to Information Act, 2005 with immediate effect, till further orders, in addition to his own duties.

S. T. Puttaraju, Chief Town Planner.

Panaji, 15th July, 2011.

Order

File No. 21/22-1/TCP/CIR/11/3054

In partial modification of Order No. 21/22-1/TCP/CIR/10/447 dated 8-2-2010 Shri James Mathew, Senior Town Planner is hereby appointed as First Appellate Authority at the Town and Country Planning Department, Headquarters, Panaji to deal with Appeals received from the Public under Section 19(1) of the Right to Information Act, 2005 with immediate effect, till regular further orders, in addition to his own duties.

S. T. Puttaraju, Chief Town Planner.

Panaji, 15th July, 2011.

Department of Vigilance

Directorate of Vigilance

Order

No. 13/100/79-VIG(Vol.V)/1090

Read: Order No.13/100/79-VIG(Vol.V)/1327 dated 15-06-2010.

Government is pleased to extend the deputation period of Shri Vijaykumar P. Verenkar, Executive Engineer, Public Works Department, as Technical Examiner, in the Directorate of Vigilance, Altinho, Panaji-Goa, for a further period of one year w.e.f. 07-07-2011 to 06-07-2012.

The appointment of Shri Vijaykumar P. Verenkar, shall continue to be governed by standard terms of deputation as contained in Government O.M. No. 13/4/74-PER dated 12-02-1999, as amended from time to time.

By order and in the name of the Governor of Goa.

Sunil P. Masurkar, Addl. Director and ex officio Joint Secretary (Vigilance) .

Panaji, 7th July, 2011.

Department of Women & Child Development

Directorate of Women & Child Development

Order

F. No. 1-229-2003-DW&CD

On the recommendation of the Goa Public Service Commission, conveyed vide their letter No. COM/II/11/59(1)/2010/40 dated 24-5-2011, the Government is pleased to promote Smt. Bharati V. Verenkar, Child Development Project Officer to the post of District Programme Officer (Group 'B' Gazetted) on the regular basis in the pay scale of ₹ 9,300-34,800+Grade Pay of ₹ 4,800/- with immediate effect in the Directorate of Women and Child Development.

On promotion Smt. Bharati V. Verenkar is posted as District Programme Officer (North) Head Office in the Directorate of Women and Child Development, Panaji.

The expenditure in respect of the above post shall be debited to the Budget Head of Account "2235—Social Security and Welfare, 102—Child Welfare, 03—Integrated Child Development Scheme including Health Cover (Plan)(A), 01—Salaries".

Smt. Bharati V. Verenkar, District Programme Officer shall be on probation for a period of two years.

Smt. Bharati V. Verenkar, District Programme Officer, North (Head Office) shall also hold additional charge of the post of District Programme Officer, South Goa presently vacant due to retirement of Smt. Martha Mascarenhas on superannuation.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director & ex officio Joint Secretary (WCD).

Panaji, 8th July, 2011.

Notification

F No. 2-68-2011/ICDS/DW&CD/Part-III/2814

The Government of Goa is pleased to constitute State Level Monitoring & Review Committee (SLMRC) on ICDS consisting of the following Members to review the progress in implementation of ICDS Scheme as per guidelines from the Ministry of Women and Child Development, Government of India (ICDS M & E Unit), New Delhi.

- | | |
|--|--------------|
| i. Secretary, Women and Child Development | Chairperson. |
| ii. Joint Secretary, Finance (Expenditure) | Member. |

- | | |
|---|-------------------|
| iii. District Magistrate/Collector (North) | Member. |
| iv. District Magistrate/Collector (South) | Member. |
| v. Director, Planning Department/ /Addl. Secretary (Bud.) | Member. |
| vi. Director, Health Services | Member. |
| vii. Director, Rural Development | Member. |
| viii. Director, Panchayats | Member. |
| ix. Chief Engineer, Water Supply & Sanitation, PWD | Member. |
| x. Chief Electrical Engineer | Member. |
| xi. Director, Education | Member. |
| xii. Director, Civil Supplies | Member. |
| xiii. Food and Nutrition Board, Porvorim | Member. |
| xiv. Asstt. Director, GIRDA, Anganwadi Workers Training Centre (AWTC) | Member. |
| xv. Director, DW & CD | Member Secretary. |

The Committee will meet every six months or earlier as and when required on the notice of the Chairperson.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director & ex officio Joint Secretary (DWCD).

Panaji, 8th July, 2011.

www.goaprintingpress.gov.in

Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 42.00